



2020 – 2021 ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

As a participant in classes, lessons, rehearsals, performances, workshops, competitions, online/virtual classes, and/or other events and activities at Devine Performing Arts LLC, I am stating that I or my child(ren), do not have any physical disorder, injury, or disability which might jeopardize my or my child(ren)'s participation. Despite precautions, accidents and injuries may occur. I understand and agree that participating in any classes, lessons, rehearsals, performances, workshops, competitions, online/virtual classes, and/or other events and activities, that there is a possibility of physical injury.

I voluntarily agree, therefore, to assume all risks and responsibility for any such injury or accident, which might occur to me or my child(ren) during any of Devine Performing Arts LLC classes, lessons, rehearsals, performances, workshops, competitions, online/virtual classes, and/or other events and activities.

I also exempt, release, and indemnify Devine Performing Arts LLC, its owners, facilities, agents, instructors, staff members, guest artists, volunteers, and/or students from any and all liability claims, demands, and causes of action whatsoever from any damage, loss, injury, or death to me, my child(ren), or property which may arise out of or in connection with participation in any classes, lessons, rehearsals, performances, workshops, competitions, online/virtual classes, and/or other events and activities conducted by Devine Performing Arts LLC.

I further hereby voluntarily agree to waive my rights and that of my heirs and assigns to hold Devine Performing Arts LLC, its owners, facilities, agents, instructors, staff members, guest artists, volunteers, and/or students liable for such damage, loss, injury, or death.

ASSUMPTION OF THE RISK AND WAIVER OF LIABILITY RELATING TO CORONAVIRUS/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Devine Performing Arts LLC ("DPA") has put in place preventative measures to reduce the spread of COVID-19. However, DPA cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, participating in classes, lessons, rehearsals, performances, workshops, competitions, online/virtual classes, and/or other events and activities at DPA could increase your risk and your child(ren)'s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending DPA and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

I understand that the risk of becoming exposed to or infected by COVID-19 at DPA may result from the actions, omissions, or negligence of myself and others, including, but not limited to, DPA employees, volunteers, and program participants and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at DPA or participation in DPA classes, lessons, rehearsals, performances, workshops, competitions, online/virtual classes, and/or other events and activities ("Claims").

On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless DPA, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs, or expenses of any kind arising out of or relating thereto, whether a COVID-19 infection occurs before, during, or after participation in any DPA program.

SUMMARY

I or my child(ren) agree to obey the class and facility rules and take full responsibility for my or my child(ren)'s behavior in addition to any damage I or my child(ren) may cause to the facilities utilized by Devine Performing Arts LLC.

I understand that Devine Performing Arts LLC is a licensed, accredited, and insured organization. In the event that I should observe any unsafe conduct or conditions before, during, or after any classes, lessons, rehearsals, performances, workshops, online/virtual classes, and/or other events and activities, I agree to report the unsafe conduct or conditions to the Owner/Director, Assistant Director, Instructor, or staff member as soon as possible.

I (the parent or legal guardian) assume any and all responsibility, including financial obligations. I (parent/legal guardian) also agree to hold myself/my child(ren) responsible for any injury, illness, accident, or fatality that should occur involving my child(ren), myself, my family, or other person in the studio, at Devine Performing Arts LLC sponsored classes, lessons, rehearsals, performances, workshops, competitions, online/virtual classes, and/or other events and activities. I agree that Devine Performing Arts LLC, Deborah Devine, and/or any instructor or student/instructor will not be held responsible in any way.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

Print Participant's Name (1) _____

Participant's Signature _____
(If under 18 years old, Parent or Legal Guardian must also sign below.)

Print Participant's Name (2) _____

Participant's Signature _____
(If under 18 years old, Parent or Legal Guardian must also sign below.)

Print Participant's Name (3) _____

Participant's Signature _____
(If under 18 years old, Parent or Legal Guardian must also sign below.)

PARENT/LEGAL GUARDIAN WAIVER FOR MINORS (Only if Participant is under 18 years old)

The undersigned parent/legal guardian does hereby represent that he/she is, in fact, acting in such capacity, has consented to his/her child(ren)'s participation in abovementioned events/activities, and has agreed individually and on behalf of the child(ren), to the terms of the Accident Waiver and Release of Liability Form set forth above. The undersigned parent/legal guardian further agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect in or lack of each capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

Signature of Parent/Legal Guardian _____

Date _____