



PERMISSION, RELEASE, & CONSENT FORM FOR THE DANCE CONSERVATORY

Name of Participant: _____ Date of Birth: _____

I, the parent and/or legal guardian of the above-named individual (the "Participant"), understand that I have voluntarily enrolled the Participant in The Dance Conservatory ("TDC") at The St. Paul's Schools ("St. Paul's") and that the Participant's participation in in-person and virtual dance classes is an integral part of the TDC program and, as applicable, the curriculum at St. Paul's. Furthermore, I understand that the Participant will not be permitted to participate in the TDC program unless this Permission, Release and Consent Form (the "Form") is signed by the parents and/or legal guardians of the Participant (as well as the Participant if the Participant is age 18 years old or older) and returned to St. Paul's.

As the custodial parent or legal guardian of the Participant, I give the Participant my permission and consent to engage in TDC programming. By signing this Form, I acknowledge that I have had the opportunity to ask questions and obtain whatever information I require to fully inform myself about TDC programming, including in-person and virtual dance classes. I am satisfied as to the adequacy and safety of TDC programming. I am also familiar with the mental and physical health of the Participant and the Participant's ability to participate in TDC, including in-person and virtual dance classes. If any concerns about the Participant's participation in the TDC programming arise, I will bring them and any risks associated with them to the attention of Natasha Rhodes (nrhodes@stpaulsmd.org) promptly.

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

ASSUMPTION OF RISK: The novel coronavirus/COVID-19 has been declared a worldwide pandemic by the World Health Organization. It is currently 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, to help slow the spread of the disease.

TDC, as part of the The St. Paul's Schools, has instituted measures in an attempt to prevent the spread of COVID-19. However, TDC and St. Paul's cannot, and expressly does not guarantee the students will not become infected with COVID-19 as a result of receiving instruction in person. Furthermore, given the nature of the instruction, close contact between students and teachers, and even other students, cannot be avoided.

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 classes at TDC and St. Paul's 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 TDC and St. Paul's may result from the actions, omissions, or negligence of myself and others, including, but not limited to TDC staff, instructors, volunteers, other students and their families.

CONDUCT: Student(s) and family members understand and agree that they must follow all lawful instructions or direction from TDC and its teachers, instructors, volunteers and staff while receiving instruction and that failure to do so may result in Student being asked to leave the St. Paul's premises.

I recognize that there are certain risks specifically related to TDC that the Participant will take, and that all physical activity can be dangerous and involve many risks of serious injury and even death. I also understand and agree that, although members of TDC faculty, as designated by St. Paul's, will be present for in-person dance lessons and will participate remotely for virtual lessons, the Participant may be unsupervised at times during in-person lessons and at all times during virtual lessons. I also understand that TDC faculty may choose to record virtual lessons for a variety of operational reasons, such as ensuring that all participants have access to the TDC's virtual lessons. By signing below, I consent to the recording of any virtual dance lessons, including but not limited to virtual interactions during such lessons between TDC faculty and any TDC participants.

RELEASE: In consideration of the Participant being permitted to participate in TDC, I agree, on my own behalf and that of the Participant, to forever release, acquit, discharge and covenant to hold harmless St. Paul's, its trustees, employees, representatives, agents, volunteers, all related to or associated with St. Paul's, and all other individuals and organizations assisting or participating in TDC (all collectively referred to herein as the "Releasees") from any and all claims, suits, liabilities, actions and causes of action, including, but not limited to, claims of negligence on the part of Releasees, which I or the Participant or our heirs, legal representatives, successors, conservators and assigns may have, now or in the future, which arise directly or indirectly out of the Participant's participation in TDC.

INDEMNIFICATION: I hereby agree, on my own behalf and on behalf of the Participant, to indemnify Releasees from and against any and all claims, suits, actions, causes of action, including, but not limited to, claims of negligence, and any other liabilities, including attorneys' fees, by any person resulting directly or indirectly from the Participant's participation in TDC, including, but not limited to, injury of any person caused by the Participant or for damage to, or destruction of, any property caused by the Participant.

COVENANT NOT TO SUE: I hereby, on my own behalf and on behalf of the Participant, covenant not to sue Releasees for any claim covered by the Release provision above. I represent that I have not asserted in any forum any claim described in the Release provision above. I further agree that I will not assert in any forum any of the claims described in the Release provision above. Notwithstanding the generality of this Covenant Not To Sue, the above Release provision and waiver of claims applies to the extent permitted by law. This provision is not intended to, and does not, govern any claims that cannot be released by private agreement.

ASSUMPTION OF RISK: I recognize and appreciate the risks and danger associated with the Participant's participation in TDC, including, but not limited to, risks associated with physical activity, dance, in-person and virtual dance lessons, and the potential negligence of Releasees. I hereby assume the risk of any and all losses and damages, including, but not limited to, personal injury and the potential negligence of Releasees, which the Participant may incur as a result of participating in TDC. I understand and agree that this release includes my Claims based on the actions, omissions, or negligence of TDC, agents, staff, instructors, volunteers and representatives, whether a COVID-19 infection occurs before, during, or after participation in TDC classes or programs.

.....

The release, assumption of risk and indemnity provisions contained above include any property or personal loss or damage, or other loss or damage caused or alleged to be caused, in whole or in part, by the ordinary negligence (but not gross negligence) of the Releasees.

By signing this Form, I acknowledge that I have carefully read this Form in its entirety and I have satisfied myself that I understand what it means. I expressly agree that the provisions contained in this Form are intended to be as broad and inclusive as permitted by the laws of the State of Maryland and that if any portion hereof is held invalid or unenforceable, I agree that the balance shall continue in full legal force and effect. By signing this Form, I affirm that I have decided to allow the Participant to participate in TDC at St. Paul's with full knowledge that the Releasees will not be liable to anyone for any personal injuries or property damage the Participant may suffer while participating in TDC. I acknowledge and agree that my electronic signature below has the same legal effect and validity as my written signature and that this form is valid and will be given the same legal effect as a written and signed form. I further acknowledge and agree that no certification authority or other third-party verification is necessary to validate my electronic signature, and that the lack of such certification or third-party verification will not in any way affect the enforceability of my electronic signature. My consent to the electronic signature below applies only to this form and does not apply to any separate transactions or communications with St. Paul's. If I do not want to execute this form by providing my electronic signature, I understand that I have the right to perform this transaction in non-electronic form by printing and signing a paper copy of this document and forwarding it to [Natasha Rhodes](#).

Parent/Legal Guardian Signature: _____ Name: _____ Date: _____

Participant If 18 Or Older Signature: _____ Name: _____ Date: _____