

# **The Ballet Academy of Central Florida / The Central Florida Ballet**

## **COVID-19 WAIVER OF LIABILITY AND INDEMNIFICATION**

1. I agree that I am personally responsible for the safety and actions of myself while participating in classes and/or activities at The Ballet Academy of Central Florida/The Central Florida Ballet (BACF/CFB). I agree to comply with all BACF/CFB policies and rules, including but not limited to all BACF/CFB policies, guidelines, signage, and instructions. Because the BACF/CFB is open for use by other individuals, I recognize that I am at higher risk of contracting COVID-19.

With full awareness and appreciation of the risks involved, I, for myself and on behalf of my family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge, and covenant not to sue The Ballet Academy of Central Florida, Central Florida Ballet, its board members, officers, agents, servants, independent contractors, affiliates, employees, successors, and assigns (collectively the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me related to COVID-19 whether caused by the negligence of the Released Parties, any third-party using the BACF/CFB, or otherwise, while participating in any activity while in, on, or around the BACF/CFB and/or while using any BACF/CFB facilities, tools, equipment, or materials.

2. I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to myself and/or my child's use of the BACF/CFB facilities, tools, equipment, or materials, whether caused by the negligence of the Released Parties or otherwise specifically related to COVID-19.

3. By signing below I acknowledge and represent that I have read the foregoing Waiver of Liability, understand it and sign it voluntarily as my own free act and deed, including without limitation the Release of Liability and Indemnification requirements contained in this document; I am sufficiently informed about the risks involved in using the BACF/CFB to decide whether to sign this document; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this document for full, adequate, and complete consideration fully intending to be bound by the same. I agree that this Waiver of Liability shall be governed by and construed in accordance with Florida law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Waiver of Liability as a whole. This waiver remains in effect until the State of Florida lifts all COVID-19 related mandates.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Print Name of Participant

\_\_\_\_\_  
Date

## THE BALLET ACADEMY OF CENTRAL FLORIDA / CENTRAL FLORIDA BALLET

Waiver: In consideration of being permitted to participate in any way in the Ballet Academy of Central Florida's Studio Classes and Activities taking place at The Ballet Academy of Central Florida during the 2024 Spring, Summer, Fall and/or Winter Semesters hereinafter called "Studio Classes/Activities", I, for myself, my heirs, personal representative or assigns, do hereby release, waive, discharge, and covenant not to sue The Ballet Academy of Central Florida/The Central Florida Ballet (BACF/CFB), its officers, employees, and agents from liability from any and all claims including the negligence of The Ballet Academy of Central Florida/The Central Florida Ballet, its officers, employees and agents, resulting in personal injury, accidents, or illnesses (including death) and property loss arising from, but not limited to, participation in Studio Classes/Activities.

Assumption of Risks: Participation in Studio Classes/Activities carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains 2) major injuries such as, joint or back injuries, heart attacks, and concussions 3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in Studio Classes/Activities. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD The Ballet Academy of Central Florida/The Central Florida Ballet, its officers, employees and agents, HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in Studio Classes and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Florida and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Signature of Parent/Guardian of Participant if Minor

\_\_\_\_\_  
Print Name of Participant

\_\_\_\_\_  
Print Name of Parent/Guardian of Participant if Minor

\_\_\_\_\_ Date \_\_\_\_\_ Age (if Minor)

\_\_\_\_\_ Date