MILLER STREET DANCE ACADEMY ACKNOWLEDGEMENT AND RELEASE FOR PARTICIPATION IN IN-PERSON ACTIVITIES – updated October 25, 2021

To the extent that it is permissible under applicable state and local orders related to the COVID-19 public health situation, Miller Street Dance Academy, LLC ("MSDA") is offering students the opportunity to participate in a variety of in-person activities. Specifically, these in-person activities consist of classes, lessons, camps, competitions, recitals, and other in-person programs or events. Participation in these in-person activities is completely optional. All in-person activities offered by MSDA will, as detailed in separate communications to MSDA students and their families, be conducted using guidelines aimed at protecting MSDA students, their families, and staff against COVID-19-related risks. Further, all parents agree that their child's/children's participation in all MSDA classes, events, rehearsals and the like are necessary for the mental and physical health and well -being of their child/children, and all parents/guardians signing this acknowledgment and waiver make and sign this document knowingly, willingly, and of their own free will, without undue stress or influence of any kind.

This Acknowledgement and Release must be completed, signed (and dated), and returned to MSDA before a student is allowed to participate in any in-person activities. No student will be allowed inside the MSDA studio unless and until MSDA has received a completed and signed Acknowledgement and Release.

By signing below, you specifically have read, understand, and agree to the following statements regarding the student you are allowing to participate in any in-person MSDA activities (referenced below as "Student"):

1. I recognize that programs at MSDA require physical exertion that may be strenuous and involve inherent risks of serious physical injury (including death). I also recognize that most MSDA programs, by their nature, place students in close physical proximity to each other and to MSDA staff and, as such, present inherent risks of illness (including but not limited to influenza, COVID-19, Multisystem Inflammatory Syndrome in Children which is associated with COVID-19, and other communicable diseases) caused by exposure to airborne and surface-borne pathogens. I am fully aware of the foregoing risks and hazards to Student presented by his/her participating in such programs. I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, EVEN IF ARISING FROM THE NEGLIGENCE OF THOSE PERSONS AND ENTITIES RELEASED FROM LIABILITY BELOW, AND I ACCEPT AND ASSUME FULL RESPONSIBILITY FOR ANY AND ALL INJURIES AND ILLNESSES TO STUDENT THAT MAY ARISE AS A RESULT OF PARTICIPATING IN ANY MSDA PROGRAM.

2. In the interest of protecting Student, other MSDA students, and MSDA staff, I acknowledge and agree that Student, Student's other parent and guardian(s) (if any), and I shall comply with the June 1, 2020 MSDA Student Guidelines During COVID-19 Pandemic ("Guidelines"), and any and all subsequent revisions to the Guidelines that MSDA may issue.

3. I understand that the activities involved in MSDA programs are only suggested, and that not everything will be appropriate for everyone. I accept responsibility for assuring that Student will: listen to his/her own body; be aware of any physical conditions in his/her body; and know that he/she is not obligated to perform the activities suggested by MSDA personnel.

4. I understand that it is my responsibility to consult with a physician prior to Student's participation in any MSDA program to determine the appropriateness of Student's participation. I represent and warrant that Student is physically fit and does not have any medical condition(s) that would prevent his/her full participation in MSDA programs. I agree to immediately notify MSDA of any pertinent changes in Student's health, including updating all medical information on the Customer Portal and keeping Student's instructor

fully informed. If Student is out for an injury or illness, I agree that Student will not return to participate in MSDA activities until released by his or her physician to do so. I acknowledge that MSDA has not and will not render any medical services to Student, including but not limited to medical diagnosis or treatment of any physical condition, injury, or illness.

5. I understand that MSDA does not carry medical insurance for Student. I agree to maintain sufficient medical insurance and to pay all costs associated with any injuries and illnesses that may occur as a result of Student's participation in MSDA programs.

6. IN CONSIDERATION OF STUDENT BEING PERMITTED TO PARTICIPATE IN MSDA PROGRAMS, I, ON BEHALF OF STUDENT, MYSELF, STUDENT'S OTHER PARENT AND GUARDIAN(S) (IF ANY), AND OUR RESPECTIVE HEIRS AND ASSIGNS (THE "RELEASORS"), HEREBY HOLD HARMLESS, WAIVE, AND RELEASE MSDA AND ALL ITS OWNERS, OFFICERS, DIRECTORS, REPRESENTATIVES, EMPLOYEES, AGENTS, VENDORS, CONTRACTORS, INSURERS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "RELEASEES") FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, ACTIONS, AND CAUSES OF ACTION, WHETHER KNOWN OR UNKNOWN, WHETHER NOW EXISTING OR ACCRUING IN THE FUTURE, ON ACCOUNT OF PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE, OR OTHER LOSS ARISING OUT OF OR RELATED IN ANY WAY TO STUDENT'S PARTICIPATION IN MSDA PROGRAMS. THIS RELEASE SPECIFICALLY INCLUDES INJURY, ILLNESS, DEATH, PROPERTY DAMAGE, AND OTHER LOSS CAUSED BY THE NEGLIGENCE OF MSDA AND/OR OTHER RELEASEE(S), BUT EXCLUDES INJURY, ILLNESS, DEATH, PROPERTY DAMAGE, AND OTHER LOSS CAUSED BY THE GROSS NEGLIGENCE OR WILLFULL OR WANTON MISCONDUCT OF MSDA AND/OR OTHER RELEASEE(S). WE COVENANT THAT NEITHER I, NOR STUDENT, NOR THE OTHER RELEASORS WILL MAKE OR BRING ANY SUCH CLAIM AGAINST MSDA OR ANY OTHER RELEASEE, AND WE FOREVER RELEASE AND DISCHARGE MSDA AND ALL OTHER RELEASEES FROM LIABILITY UNDER SUCH CLAIMS.

7. In the event that Student is a minor: I warrant and agree that I am the parent or legal guardian of Student; that I have the legal right to consent to this Acknowledgement and Release on behalf of Student, myself, Student's other parent and guardian(s), if any, and our heirs and assigns; and that by signing below, we hereby do consent to the terms and conditions of this Acknowledgment and Release.

8. In the event that Student is not a minor: I warrant and agree that by signing below, I do hereby consent to the terms and conditions of this Acknowledgment and Release on my own behalf as the Student.

9. My signature on this form also indicates that I am aware and agree that my student may be included in photos that are used for media purposes.

NAME OF STUDENT: _____ (*Print Full Name of Student*)

NAME OF PARENT
OR LEGAL GUARDIAN: _____

(*Print Full Name of Parent or Legal Guardian*)

SIGNATURE OF PARENT,
LEGAL GUARDIAN, OR
STUDENT (IF 18 OR OLDER): _____ **DATE:** _____

PARENT PHONE NUMBER: _____