



**WAIVER OF LIABILITY RELATING TO COVID-19 FOR PROFESSIONAL TRAINING PROGRAM 2022-2023**

Student Name: \_\_\_\_\_

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious and is believed to be spread by person-to-person contact, in particular through contact with droplets or other airborne particles emitted by an infected person. COVID-19 may also be contracted through contact with a contaminated surface or object. The exact ways in which COVID-19 spreads remain unknown, and there is no known cure for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death.

Ellison Ballet cannot prevent you, as an enrolled student, from becoming exposed to, contracting, or spreading COVID-19 while participating in Ellison Ballet’s program of study or being on the school’s premises. Therefore, if you choose to enroll at Ellison Ballet and/or enter onto the premises where Ellison Ballet classes are held, you may be exposing yourself to and/or increasing your risk of becoming infected with COVID-19.

**ASSUMPTION OF RISK. I have read and understood the above warning concerning COVID-19.** I hereby choose to accept the risk of being exposed to COVID-19 through my enrollment and ongoing attendance of Ellison Ballet in-person classes or other programming related to my education at Ellison Ballet. Participating in the Ellison Ballet program is of such value to me that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 while participating in classes and other events I will be required to attend as a student at Ellison Ballet. Enrolling at Ellison Ballet is not required of me, but is a voluntary decision by me.

**WAIVER OF LIABILITY AND AGREEMENT NOT TO SUE. I hereby forever release and waive my right to assert any claims against Ellison Ballet and its officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with any exposure to, infection with, and/or spread of COVID-19 related to my participation in the Ellison Ballet - Professional Training Program.** By agreeing to this waiver, one right I am expressly giving up is my right to sue Ellison Ballet for negligence. In addition, I understand that this waiver means I am giving up my right to bring any claims for personal injuries, death, emotional and physical illness, disease, property loss, medical and hospital expenses, or any other loss, including but not limited to losses based on claims of negligence. I understand that I am giving up any claim I may have for damages, whether those damages are known or unknown, foreseeable or unforeseeable.

\_\_\_\_\_ Student Initial

\_\_\_\_\_ Parent Initial

I also forever release and waive my right to assert any claims, including negligence claims, against Manhattan Movement & Arts Center, also known as MMAC, and any other location where Ellison Ballet classes will be held, in connection with any exposure to, infection with, and/or spread of COVID-19 related to my participation in the Ellison Ballet - Professional Training Program.

CHOICE OF LAW. I agree that the law of New York State shall apply to this waiver of liability, without regard to New York's choice of law rules.

**I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL THE PROVISIONS OF THIS WAIVER AND RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS AS DESCRIBED ABOVE.**

Student Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

I am the parent or legal guardian of the minor named above.

**I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL THE PROVISIONS OF THIS WAIVER AND RELEASE, AND FREELY AND KNOWINGLY AGREE ON BEHALF OF THE MINOR NAMED ABOVE TO ASSUME THE RISK AND WAIVE MY RIGHTS AS DESCRIBED ABOVE.**

Parent/Guardian Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_