**WAIVER AND RELEASE OF ALL CLAIMS**

I hereby consent to the participation of my child in dance class and all other related activities (collectively, “Activities”) at Center Stage Dance Academy, LLC (the “Academy”). I understand my child’s participation is entirely voluntary and that there is a risk that my child may sustain injury, illness, damage or loss as a result of participating in the Activities. I agree to assume any and all risk for my child’s injuries, illnesses, damages or losses (including without limitation, any associated medical bills and/or other related costs) regardless of severity, cause or fault.

In consideration of my child being permitted to participate in the Activities, I hereby release, discharge, hold harmless and agree not to take legal action of any kind, on my behalf and/or on behalf of my child, against Debbie Nowotnik, the Academy or any of its officers, agents, employees and/or instructors (collectively, “Released Parties”) in connection with any and all accidents, claims, causes of action, liability, loss, damages, costs, illnesses or injuries, including loss of life, arising out of my child’s participation in the Activities. I further release and discharge the Released Parties from liability for any accident, illness, injury, loss or damage to person (including loss of life) or personal property, or any other consequences arising or resulting directly or indirectly from my child’s participation in the Activities. I acknowledge and agree that the Released Parties assume no responsibility for any liability, damage, or injury (including loss of life) that may be caused by my child's negligent or intentional acts or omissions committed prior to, during, or after participation in the Activities, or for any liability, damage, or injury (including loss of life) caused by the intentional or negligent acts or omissions of any other participant in the Activities, or caused by any other person.

Without limiting the generality of the foregoing, I agree that the Released Parties shall not be held responsible or liable in the event my child comes into contact with the COVID-19 virus or other pathogens during the Activities or for any associated illnesses, injuries, damages or losses, including loss of life, and I hereby acknowledge and assume all such risk. I hereby release, discharge, hold harmless and agree not to take legal action of any kind, on my behalf and/or on behalf of my child, against the Released Parties in connection with any illnesses, injuries, damages, costs, losses, including loss of life, relating to arising from COVID-19 infection or other pathogens.

I AGREE THAT IN NO EVENT SHALL ANY RELEASED PARTIES BE RESPONSIBLE OR HELD LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR ANY PENALTIES, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ASSERTED, INCLUDING NEGLIGENCE, CONTRACT, STRICT LIABILITY, STATUTE OR OTHERWISE, EVEN IF AWARE OF POSSIBILITY OF SUCH DAMAGES, ARISING FROM OR RELATING TO THE ACTIVITES INCLUDING, WITHOUT LIMITATION, ANY ILLNESSES, INJURIES, DAMAGES, COSTS OR LOSSES, INCLUDING LOSS OF LIFE, ARISING FROM CONTACT WITH COVID-19, ACCIDENTS OR OTHERWISE. IN NO EVENT SHALL THE TOTAL LIABILITY OF THE ACADEMY EXCEED THE AMOUNT PAID BY ME FOR MY CHILD’S PARTICIPATION IN THE ACTIVITY AT ISSUE DURING THE YEAR PRECEEDING ANY CLAIM.

I understand publicity photos, videos, interviews, sound bites and other media recordings may be taken throughout the year and used in connection with future brochures, press releases, websites, publicity, advertising, promotional and/or commercial materials and give my permission to use them without reservation or limitation.

I attest that my child is physically capable of participating and has no known health restrictions or illness that might jeopardize her/his safety or health or the safety or health of others during their participation in the Activities.

I understand and acknowledge that participation in Activities at the Academy is entirely voluntary and that my child’s participation may be terminated, disrupted or suspended at any time, at the sole and exclusive discretion of Debbie Nowotnik. Reasons for termination may include but are not limited to: inappropriate conduct or other behavior by myself or my child deemed detrimental to the best interests of the Academy; emergencies; or health or safety considerations.

I understand that a $35 NSF fee will be assessed for all returned checks. In the event collection or litigation becomes necessary for my unpaid balance, I will be responsible for the attorney fees and court costs incurred by Center Stage Dance Academy, LLC. The laws of the State of Illinois shall govern this agreement. There are no cancellations or refunds after the first week in any given session. As a courtesy, the Academy offers payment plans. I understand that the payment plan does not change the cancellation policy.

**I have read this document and understand that it is a release and waiver of liability and consent for my child to participate in dance activities. I have full authority to sign this document on behalf of my child.**

Dancer Name:

Dancer Name:

Dancer Name:

My Printed Name:

Signature: Date: