

## STUDIO BLANKET WAIVER AND RELEASE OF LIABILITY

In consideration of the risk of injury while participating in Dance Champs Elites' Dance Competition (the "Activity"), and as consideration for the right to participate in the Activity, I hereby, for myself, my staff, my dancers, my guests and all others who attend the Activity on behalf of my studio knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge Dance Champs Elite/Cheer Champs Elite, Inc. (the "Producer"), located at 12 Osprey Drive, South Amboy, NJ 08879, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH TRAVELING TO AND FROM AS WELL AS PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL, OR THE CONDITION OF THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN OR UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY, INCLUDING TRAVEL TO, FROM AND DURING THIS ACTIVITY.

I agree to indemnify and hold harmless the "Producer" against all claims, suits, or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If the "Producer" incurs any of these types of expenses, I agree to reimburse. I acknowledge that the "Producer" and their directors, officers, volunteers, representatives, and agents are not responsible for errors, omissions, acts, or failures to act of any party or entity conducting a specific event or activity on behalf of the "Producer".

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE DANCE CHAMPS ELITE/CHEER CHAMPS ELITE, INC. AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION ON BEHALF OF MY ENTIRE STUDIO AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT ANY OF US WOULD OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST the "Producer" FOR PERSONAL INJURY OR PROPERTY DAMAGE.

If any damage to equipment or facilities occurs because of me or my studio members' willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

This Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Participant and the "Producer" agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted altering or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered.

If any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase, or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed, and enforced as so limited.

### ASSUMPTION OF THE RISK AND WAIVER OF LIABILITY RELATING TO CORONAVIRUS/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely 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.

The "Producer" has put in place preventative measures to reduce the spread of COVID-19; however, the "Producer" cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending the "Activity" could increase your risk and your child(ren)'s risk of contracting COVID-19.

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 Dance Champs Elite 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 the "Producer" may result from the actions, omissions, or negligence of myself and others, including, but not limited to, the "Producer" employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at the "Producer" or participation in programming ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless Imagine the "Producer", its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs, or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the "Producer", its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Dance Champs Elite programs.

BY REGISTERING, PAYING AND ATTENDING THE EVENT YOU ARE AGREEING TO ALL OF THE ABOVE CONDITIONS AND WAIVERS.

STUDIO DIRECTOR/OWNER: \_\_\_\_\_ STUDIO NAME: \_\_\_\_\_

STUDIO ADDRESS: \_\_\_\_\_

STUDIO PHONE: \_\_\_\_\_ STUDIO OWNER CELL: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_

COMPETITION LOCATION: \_\_\_\_\_ COMPETITION DATE: \_\_\_\_\_

AGREED AND ACCEPTED (Print Name): \_\_\_\_\_ DATE: \_\_\_\_\_

*I HEREBY CONFIRM THAT I HAVE THE AUTHORITY TO SIGN ON BEHALF OF AFOREMENTIONED STUDIO:*

SIGNATURE: \_\_\_\_\_ TITLE: \_\_\_\_\_

