

## **SALSA - WAIVER AND RELEASE OF LIABILITY**

Participant's Release of Claims Regarding Participation in Private and/or Group Dance Lessons/Training By FRIENDS OF CROCHERON AND ALL OF INSTRUCTORS

1. Voluntary Participation. I acknowledge that I am voluntarily participating in Dance, Fitness, and Training activities provided by sole proprietor FRIENDS OF CROCHERON, Jessica Burke, Christopher Petrizzo, Linsey Marino, and all Instructors and any assistant instructors invited by the primary instructor. I understand that the premises where these activities take place are in Crocheron Park & John Golden Park, owned by the City of New York.

2. Assumption of Risk. I AM AWARE THAT DANCE, FITNESS, AND TRAINING ACTIVITIES IN GENERAL AND DANCE, FITNESS, AND TRAINING ACTIVITIES SPECIFICLY RELATED TO PRIVATE AND GROUP LESSONS MAY BE HAZARDOUS. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED. I ACKNOWLEDGE THAT the instructor or any assistant instructor provided by the primary instructor DOES NOT PROVIDE ANY SERVICES THAT ARE OF GREAT IMPORTANCE, PRACTICAL NECESSITY, OR ESSENTIAL TO THE PUBLIC. I AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH, AND VERIFY THIS STATEMENT BY FILLING UP THE FORM BELLOW.

3. Special assumption of risk related to COVID-19 Pandemic. IN CONSIDERATION OF STUDENTS BEING PERMITTED to engage in dance lessons and utilize dance studio facilities, and subject to the limitations set forth under New York law, the student hereby freely and willfully executes this Release under the following terms:

1. Instructors offer dance lessons and training. This may include but is not limited to use of dance studio space to practice, instruction given in close proximity at times less than the CDC recommended 6ft, potential contact with students, heavy breathing related to exercise. These facilities and services are collectively referred to herein as the "provision."

2. RISKS: Student is aware of the Coronavirus (COVID – 19). Instructor strongly advises Student to visit <https://www.cdc.gov/coronavirus/2019-nCoV/index.html> for information about COVID – 19. COVID – 19 may cause severe illness and even death. New York has community spread of COVID – 19. COVID – 19 is a viral illness that spreads from person to person via various methods, including but not limited to touch and airborne particles. Symptoms can range from mild (or no symptoms) to severe illness. A person can become infected by coming into close contact (about 6 feet) with someone who has COVID – 19. A person may become infected from respiratory droplets when an infected person coughs, sneezes, or talks. A person may also become infected by touching a surface or object with the virus on it, and then touching the person's face. There is no vaccine for COVID – 19. The best protection is to avoid being exposed to the virus that causes COVID – 19. The U.S. Centers for Disease Control and Prevention's ("CDC") COVID – 19 Guidance suggests, in relevant part: (a) staying home as much as possible and avoiding close contact with others; (b) wearing a cloth face covering over your nose and mouth in public settings; (c) cleaning and disinfecting frequently – touched surfaces; (d) washing your hands often with soap and water for at least 20 seconds or using an alcohol – based hand sanitizer containing at least 60% alcohol; (e) completing activities online as much as possible (rather than in person); (f) if you must go somewhere in person, staying at least 6 feet away from others and disinfecting items you must touch; (g) getting deliveries and take-out and limiting in – person contact as much as possible; and (h) staying home if you are sick, except to get medical care. Everyone is at risk of getting COVID – 19. Older adults and people with serious underlying medical conditions may be at higher risk for more severe illness. Instructor has made Student aware of the risk of contracting COVID – 19. Student understands that if Student uses Facilities, Student may contract COVID – 19. Student will review the CDC's Guidance and website and the New York City Department of Health's website before using any Facilities. Student has reviewed those sources and is willing to accept the risk of contracting COVID – 19 in accepting and provision. Student partakes in any provisions at Student's own, sole risk.

3. HEALTH/SAFETY: Student should consult with a medical doctor regarding Student's use of provisions. Student should have and maintain health insurance. Student will not accept/receive provision if student has COVID – 19 symptoms, a fever, cough, or feels ill.

4. WAIVER, RELEASE, INDEMNIFICATION: To the fullest extent allowed by law, Student, on behalf of Student's self, spouse, children, other members of my household (collectively "members of my family) or my guests and Student's heirs, successors, and assigns, hereby releases and forever discharges and holds harmless the Instructor/s and any assistant instructors provided by the primary from any and all liability and any and all claims, demands, rights of action, or actions, of whatever

kind of nature, either in law or equity, which arise or may hereafter arise from Student's use of provisions, which relate to COVID – 19 or any related illness. Student understands and acknowledges that Student's execution of this Release discharges and will discharge the primary instructor(s) and any assistant instructors provided by the primary from any liability or claim that Student may have against the primary instructor(s) and any assistant instructors provided by the primary with respect to any bodily injuries, personal injuries, illnesses, contraction of COVID – 19, death, death from COVID – 19, injury from COVID – 19, property damage, or any and all other claims that may result from Student's use of provisions. Student hereby agrees to indemnify, defend, and hold harmless primary instructor(s) and any assistant instructors provided by the primary and its officials, officers, employees, agents, volunteers, sponsors, and contractors from and against any claim that Student, Student's guests, visitors, legal guardian, heirs, successors, assigns, or any other person may have for any losses, damages, death, or injuries arising out of or in connection with Student's use of Facilities. ALL USE OF THE PROVISIONS IS AT STUDENT'S OWN AND SOLE RISK.

4. Release. As consideration for being permitted by the instructors to participate in these activities and use related facilities, I hereby agree that I, my assignees, heirs, devisees, guardians, and legal representatives release all claims against, will not sue, and will not attach the property of the instructor, any assistant instructor provided by the primary, FRIENDS OF CROCHERON, Jessica Burke, Christopher Petrizzo, Lindsey Marino, nor any instructors. on account of injury or damage resulting from the negligence or other acts, howsoever caused, by any self, employee, agent, or contractor of the teaching instructor connected to my participation in the Private and/or group dance lessons/training.

5. Knowing and Voluntary Execution. I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN ME AND FRIENDS OF CROCHERON, JESSICA BURKE, CHRISTOPHER PETRIZZO, LINDSEY MARINO, AND ALL OF INSTRUCTORS AND SIGN IT OF MY OWN FREE WILL BY FEELING UP THE BELLOW FORM.

6. Construction and Partial Invalidity: If any term or provision of this Waiver Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Waiver Agreement, the validity of the remaining portions shall not be affected thereby.

I have read and understood the foregoing assumption of risk, and release of liability and I understand that by signing it I am obligated to indemnify the parties named for any liability for injury or death of any person and damage to property caused by my negligent or intentional act or omission. I have also read and fully understand and agree to the above terms of this Liability Waiver Agreement. I am signing this agreement voluntarily and recognize that my signature serves as complete and unconditional release of all liability to the greatest extent allowed by law in the State of New York.

**I represent that I am at least 18 years of age.**

Volunteer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Volunteer Name (print): \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Updated July 2022