

**Honolulu Dance Studio/Honolulu Dance Company &/Or Boogie Down Productions LLC,
WAIVER OF LIABILITY AND INDEMNIFICATION 6/2020**

I agree that I am personally responsible for my safety and actions while attending Honolulu Dance studio & Boogie down productions ("HDS/HDCo&BDP" or the "Studio"). I agree to comply with all Studio Policies, including but not limited to all guidelines, studio signage, recommendations on the web site, and instructions given at the Studio.

I, the client, acknowledge that, all exercise and participation is done at my own risk, and that Honolulu Dance Studio & Boogie down productions is not liable for any injury to my person or illness. I also acknowledge that HDS & BDP is not responsible for the theft of or damage to my personal property left at the Studio or for theft or damage done to my automobile or personal property in the parking lot at the building located at 1030 Queen st. HDS&BDP suggests that clients do not bring valuables into the Studio. I hereby assume all risks associated with the use of HDS&BDP's facilities.

I affirm that I, as well as all household members, do not currently have, nor have we experienced the following symptoms **WITHIN THE LAST 14 DAYS**: Fever of over 100 degrees Fahrenheit or more, non-allergy related runny nose, unexplained body aches/pains, digestive issues like diarrhea, dry cough, chills with or without aches, sore throat, unusual fatigue, unexplained sores on feet, conjunctivitis (pink eye) or shortness of breath.

I affirm that I, as well as all household members, to the best of my knowledge,

- Have not been diagnosed or knowingly been exposed to anyone diagnosed with COVID-19 WITHIN THE PAST 30 DAYS.
- Have not traveled outside of the country, or to any city considered to be a "hot spot" for COVID-19 infections WITHIN THE PAST 30 DAYS.

I understand that HDS&BDP cannot be held liable for any exposure to the COVID-19 virus caused by misinformation on this form or the health history provided by each client.

I agree that HDS&BDP may verify my temperature with a touchless (infrared) thermometer at any time and terminate any session if I exhibit illness or fever over 100 degrees Fahrenheit. I will be asked to leave the Studio if this occurs.

I agree not to visit the Studio for a 14-day period if any of the above symptoms occur.

I hereby, on behalf of myself and any family members, hold HDS&BDP and all of its employees and officers, successors, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, harmless, and forever release, waive, discharge, and indemnify HDS&BDP against, any and all claims, including, but not limited to, illness (whether COVID related or otherwise), personal injury, including bodily injury or death, and all property damage, arising out of or in any way connected with my entry into, or use of HDS&BDP's facilities by myself, my minor children, my guests, or invitees. The terms and conditions contained herein, along with the Studio Policies (following page), constitute the full agreement between HDS, BDP and myself, and no oral promises made are a part of any agreement. I further understand and agree to accept the risks associated with becoming infected by any communicable disease and acknowledge that HDS&BDP is taking all reasonable and available precautions to protect me and its staff from infection. I agree that by entering the HDS&BDP facility, I will comply with all health-related guidelines imposed.

By signing below I acknowledge and represent that I have read the foregoing Waiver of Liability, understand it and sign it voluntarily as my own free act and deed, including without limitation the Release

of Liability and Indemnification requirements contained in this document; I am sufficiently informed about the risks involved in using the Studio, as well as to decide whether to sign this document. No oral representations, statements, or inducements, apart from the foregoing written agreement have been made to me. I am at least eighteen (18) years of age and fully competent; and I execute this document for full, adequate, and complete consideration fully intending to be bound by the same. If I sign on behalf of a minor for whom I am the parent or legal guardian, I fully understand that this waiver of liability also applies to the minor identified herein below. I have read and understand the above waiver, and voluntarily sign below.

Printed Name: _____ Date: _____

Signature: _____

Parent Signature (if participant is a minor) _____

Date _____

Participant's Name: (if a minor): _____

HDS&BDP - Studio Policies

In response to COVID-19 and out of respect to each other, our valued clients and our community, Honolulu dance studio and Boogie down productions are updating its studio policies in order to be compliant with acceptable national standards of cleanliness, safety, state/county mandates and to provide a safe, clean and effective workout environment; we are updating our Studio Policies effective June 1, 2020.

- Cancellations must be made 24 hours prior to scheduled session/class.
- First session and any subsequent sessions must be secured via credit card/check prior to a confirmed booking.
- All monthly series expire 1months from purchase and are NOT transferable/refundable/interchangeable.
- All Session series expire and the end of each session date and are NOT transferable/refundable/interchangeable
- Insurance billing is not available.
- All classes are approx. 30-80 minutes long. Classes begin at the appointment time and not at time of arrival.
- Please note there is a no open studio policy. Use of equipment/facility unattended is not allowed.
- Clients and teachers are encouraged to bring closed water bottles to sessions. Eating is not allowed in the Studio. However, a bite of a food bar within your belongings is permitted at the instructor's directions.
- No cell phones, pagers, children or pets in Studio. Teenage minors with the consent of HDS&BDP staff only! Cell phones must be on silent within personal bags/box only.
- Appropriate attire/coverings must be worn due to the nature of full-body workouts. Please do not wear attire with zippers or other attachments that could harm the equipment, studio facility or other students.
- The studio reserves the right to assign a substitute teacher for group classes.
- Proper footwear is mandatory to use the equipment and may not be stored at the studio.
- The instructor must approve clients prior to admittance into group classes.
- **Please do not attend class if you are ill or contagious for the welfare of others.**

- **Please do not enter the Studio for a 14-day waiting period if you have knowingly been exposed to an ill person or have traveled.**
- **Please notify the Studio of any changes in your health/medical conditions.**
- No early admittance to the studio prior to scheduled session/class time. Please wait outside to be admitted by your instructor (keep walkways clear and maintain appropriate distance from others and cars). Private lessons may also wait in your vehicle and call or text your teacher for entry. Please coordinate entry with your teacher before arrival for private sessions.
- All students must wear masks at all times as long as the wearing of masks is mandated.
- All clients are required to wear masks at all times. Adjustments to requirements may be put into place at HDS&BDP's discretion to ensure the continued safety and comfortability of our teachers and clients.
- All shoes must be removed upon entry to the studio and placed in your personal box. Plastic bag or shoe bags are recommended for shoes. Additional bags, water, food bars and other personal items will also be placed in your personal box. ALL ITEMS including your personal box MUST leave with the student.
- Hands must be washed or sanitized before and after all classes and before any other in-person transaction.
- It is highly recommended to bring clean towels to the studio for your personal use only – the Studio will not be providing towel service. Towels left by clients will be disposed of.
- Any item left at the studio may be subject to disposal – please check your surroundings before departing.
- All financial and scheduling transactions should be done via text, email or online rather than in-person.
- All clients must depart directly after their last class is over to allow sufficient cleaning and client transfer time between sessions.

I HAVE READ, UNDERSTAND, AND AGREE TO THE ABOVE STUDIO POLICIES, EFF. 6/1/20.

Printed Name: _____ Date: _____

Signature: _____

Parent Signature (if participant is a minor) _____

Date _____

Minor Participant's Name: _____