



**WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19**

**ASSUMPTION OF RISK/WAIVER OF LIABILITY AGREEMENT**

In consideration of being allowed to participate in lessons, competitions, performances and other activities in conjunction with Cleary Irish Dance LLC, the undersigned acknowledges and agrees that:

1. Travel to and from and participation in dance class, practices, rehearsals, group lessons, private lessons, public and private performances, local, regional, national and worldwide competitions and other related events and activities pose a risk of possible exposure to and illness from infectious diseases including, but not limited to, MRSA, influenza, and COVID-19. Although particular rules, precautions and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Cleary Irish Dance LLC, its officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
5. I promise not to institute any charge, complaint, or lawsuit to challenge the validity of this Release or the circumstances surrounding its execution; in such case, Cleary Irish Dance LLC (and its employees, agents, volunteers and representatives) shall be entitled to recover all of their attorneys' fees and expenses from me regardless of the result.

**I acknowledge that I have had the opportunity to consult with an attorney prior to executing this release and waiver, that I have carefully read and fully understand all of its provisions, and that I execute this waiver and release agreement voluntarily and of my free will.**

Name of participant: \_\_\_\_\_

Participant signature: \_\_\_\_\_

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

**FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)**

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

Name of parent/guardian: \_\_\_\_\_

Parent guardian/signature: \_\_\_\_\_

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