



In consideration of the services provided by Trapeze Arts, Inc. ("TAI"), their agents, owners, officers, volunteers, participants, employees, independent contractors, interns, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "Releasees"), this release is in addition to our standard liability and release waiver and is meant specifically to address COVID-19. The standard Trapeze Arts, Inc. waiver of liability and release is still in effect and retained on file. The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization (WHO). 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 in certain numbers. Trapeze Arts, Inc. ("TAI") is making its best efforts to put in place preventative measures to reduce the risk of transmission of COVID-19; however, the safety of the community is in the hands of every one of us. I (parent or an adult participant) and any child(ren) of mine who attend TAI programs agree to abide by all safety precautions and policies set by TAI in accordance with official recommendations. Such precautions and policies will be posted and available for review via various methods such as our website, posted signage, internal communications, etc. TAI reserves the right to update policies, rules, and procedures as needed to comply with governing authorities.

INITIALS \_\_\_\_\_

I represent that I and/or my child(ren) are in good health and have had no known exposure to COVID-19 and no symptoms or active infection of COVID-19, including but not limited to: cough, fever, shortness of breath, loss of taste/smell, or sore throat. (This is not an all-inclusive list. Please consult your doctor if you are experiencing any strange symptoms) I represent that neither I nor my child(ren) have experienced or knowingly been exposed to anyone with these symptoms in the past 14 days. I acknowledge that if I believe I or my child(ren) have had any exposure to COVID-19 that I will immediately cease attendance at TAI until I can again warrant that there has been no known exposure for the 14 day period. I agree to alert TAI immediately if I or my child(ren) have been in attendance after possible or known exposure.

INITIALS \_\_\_\_\_

By signing this agreement, you acknowledge the contagious nature of COVID-19 and that participating in activities at TAI involves certain inherent risk that you or your child(ren) may be exposed to or infected by COVID-19 and that such exposure or infection may result in personal injury, illness, permanent disability, and death. While protocols and personal discipline may reduce this risk, it is understood that the risks are not possible to fully mitigate. By signing this agreement, you understand that the risk of becoming exposed to or infected by COVID-19 at TAI may result from the actions, omissions, or negligence of myself and others, including, but not limited to, TAI employees, volunteers, and program participants and their families. I hereby fully agree to assume and accept all known and unknown risks of exposure to COVID-19, even arising from the negligence of the releasees or others and assume full responsibility for my (or my minor children's) participation in TAI activities. I further recognize and acknowledge that the risks inherent in these activities can be greatly reduced by following all procedures and guidelines set forth with guidance from governing authorities and TAI policies.

INITIALS \_\_\_\_\_

I hereby waive, release and discharge all claims that I have or may have in the future and covenant not to pursue legal action or remedy against your business, its administrators, directors, agents, officers, volunteers, employees, contractors, other participants, any sponsors, advertisers, owners, and lessors of the premises on which the activity takes place (each considered one of the "releasees" herein) from all liability, claims, demands, losses, damages, on my account cause or alleged to be cause in whole or in part by the negligence of the releasees or otherwise, including negligent rescue operations. I further agree that if, despite this release, waiver of liability, and assumption of risk, I or anyone on my behalf makes a claim against any of the releasees I will indemnify, defend, and hold harmless each of the releasees from any loss, liability, damage, or cost; including attorney's fees, which any of the aforementioned may incur as a result of such a claim. This agreement may not be changed orally and no modification, amendment or waiver of any provision contained in this agreement or any future representation, promise, or condition in connection with the subject matter of this agreement shall be binding upon any party hereto unless made in writing and signed by both parties. To participate in classes or other events at TAI, the undersigned accepts the entire agreement. No written modification or strike-out of the original agreement shall be effective unless signed by both parties. I agree that if any portion of this agreement is held to be invalid that portion shall be severable, and the remaining agreement shall remain in full force and effect. In the event of death or incapacity this agreement shall be effective and binding upon my heirs, estate, next of kin, executors, administrations, assigns, and representatives.

PRINTED NAME

SIGNATURE

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BEST CONTACT PHONE

EMAIL ADDRESS

(\_\_\_\_) \_\_\_\_\_

ADDRESS

City

State

Zip code

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PRINTED NAME and BIRTHDATE OF MINOR PARTICIPANTS

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