

**ASSUMPTION OF THE RISK, RELEASE 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. **Shirley Marley Enterprises, Inc.**, also known as **Miller Marley School of Dance and Voice**, hereafter referred to as **SME**, has put in place preventative measures to reduce the spread of COVID-19; however, **SME** cannot guarantee that your or your children will not become infected with COVID-19 while visiting or attending classes or other events sponsored by **SME**.

By signing this Agreement, the undersigned acknowledges the contagious nature of COVID-19 and voluntarily assumes, for himself/herself and for his/her children, the risk that the undersigned and his/her children may be exposed to or infected by COVID-19, while visiting or attending classes or other events sponsored by **SME**, and that such exposure or infection may result in personal injury, illness, permanent disability or death. The undersigned, for himself/herself and for his/her children, understands that the risk of becoming exposed to or infected by COVID-19 while visiting or attending classes or other events sponsored by **SME** may result from the actions, omissions or negligence of the undersigned and others as well as **SME's** owners, employees, agents, representatives, volunteers, class and program participants and their families.

The undersigned, for himself/herself and for the undersigned's children, voluntarily agrees to assume all of the foregoing risks and accepts sole responsibility for any injury (including but not limited to personal injury, disability and death), illness, damage, loss, claim, liability or exposure of any kind that the undersigned and his/her children may experience or incur while visiting or while attending classes or other events sponsored by **SME**. The undersigned, for himself/herself and for the his/her children, hereby releases, covenants not to sue, discharges, and holds harmless **SME**, its owners, employees, agents and representatives of and from any and all claims of any kind, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating COVID-19. The undersigned, for himself/herself and for the his/her children, understands and agrees that this release and waiver includes any claims based on the actions, omissions or negligence of **SME**, its owners, employees, agents and representatives, whether a COVID-19 infection occurs before, after or while visiting or attending classes or other events sponsored by **SME**.

The undersigned represents that he/she has adequate insurance to cover any injury or illness the undersigned and his/her children may suffer or cause while visiting or attending classes or other events sponsored by **SME** and the undersigned agrees to personally bear the costs of such injury or illness. The undersigned, for himself/herself and for his/her children, further represents that they have no medical or physical conditions which could interfere with their safety while visiting or attending classes or other events sponsored by **SME** and that they are willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.

The undersigned agrees that this Agreement has been signed and delivered in the state of Kansas and that the laws of the state of Kansas shall apply to the enforcement of this Agreement and if any portion of this Agreement may be found void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this Agreement, the undersigned agrees that if he/she or his/her children are exposed or infected by COVID-19 while visiting or attending classes or other events sponsored by **SME**, the undersigned may be found by a court of law to have their right to maintain a lawsuit against the parties being released on the basis of any claim of negligence.

By signing this Agreement, the undersigned hereby agrees, represents and warrants that neither the undersigned nor his/her children shall visit or utilize the facilities, services or programs of **SME** if they experience symptoms of COVID-19, including, without limitation, fever, cough, shortness of breath, loss of taste or smell, rash on hands or feet, or has a suspected diagnosed/confirmed case of COVID-19. The undersigned further agrees to notify **SME** immediately if he/she believes that any of the foregoing access, use or restrictions may apply to him/her or the undersigned's children.

The undersigned has had sufficient time to read this entire Agreement and consult with legal counsel prior to signing. Also, the undersigned understands that **SME** may not allow his/her children to visit or attend classes or other events sponsored by **SME**, if he/she does not sign this Agreement, or if the undersigned or his/her children violate the terms of this Agreement in any way, they may be asked to no longer participate in activities at **SME**.

The undersigned has read this Agreement, understands its content and agrees to be bound by its terms.

The undersigned, for himself/herself and for his/her children, agrees to practice social distancing and clean hygiene while visiting or attending classes or other events sponsored by **SME**.

Children(s) Name: _____

Please indicate if your child is under 18 years of age and you are signing on their behalf.
_____ Yes

If your child is 18 years of age or older, they must execute this waiver on their own behalf.

Signature: _____ Print Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Telephone: (____) _____ Date: _____