

**Assumption of the Risk and Waiver of Liability Relating to  
Coronavirus/COVID-19/COVID-19 Related Illness**

Parent Name \_\_\_\_\_ Please Print

Child Participant Name \_\_\_\_\_ Please Print

Child Participant Name \_\_\_\_\_ Please Print

Child Participant Name \_\_\_\_\_ Please Print

Child Participant Name \_\_\_\_\_ Please Print

The novel Coronavirus, COVID-19/COVID-19 Related Illness (hereinafter “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. 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.

**Jan’s School of Dance, Inc.** (hereinafter called “Jan’s”) has put in place protective measures to reduce the spread of COVID-19; however, Jan’s **cannot guarantee** that you or your child(ren) will not become infected with COVID-19. Further, participating in Jan’s dance lessons, programs and competitions **could increase your risk** and your child(ren’s) risk of contracting COVID-19.

The undersigned acknowledges the contagious nature of COVID-19 and **voluntarily assumes the risk** that my child(ren) and I may be exposed to or infected by COVID-19 by participating in dance lessons and/or programs at Jan’s dance facility located at 2610 Industrial Court, Hastings, MN 55033 (“Jan’s facility”) and/or participating in any of Jan’s on-site or off-site programs and competitions. I understand that such exposure may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at Jan’s facility or at an off-site facility may result from the actions, omissions, or negligence of myself and others, including but not limited to Jan’s employees, volunteers, and program participants and their families. I understand that Jan’s cannot control off-site venues used on occasion, including high schools, middle schools, convention centers, etc. I understand that social distancing of 6 feet per person among parents and participants is encouraged but may not be possible.

The undersigned hereby agrees, represents and warrants that neither the undersigned nor my participating child(ren) shall visit or utilize the facilities, services and programs of Jan’s if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough, or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19. The undersigned agrees to notify Jan’s immediately if the undersigned or my participating child(ren) experiences such symptoms or has a suspected or diagnosed/confirmed case of COVID-19.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including but not limited to, personal injury, disability and death), illness, damage, loss, claim, liability or expense, of any kind, that I or my child(ren) may experience in participation or attendance at Jan's facility or participation or attendance at Jan's programs and/or competitions at off-site venues ("Claims"). On my behalf, and on behalf of my child(ren), I hereby release, covenant not to sue, discharge and hold harmless Jan's, its directors, officers, employees, agents, volunteers and representatives, of and from all Claims, including liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based upon actions, omissions, or negligence of Jan's, its directors, officers, employees, agents, volunteers and representatives, whether a COVID-19 infection occurs before, during, or after participation in any of Jan's lessons and/or programs.

The undersigned further expressly agrees that the foregoing Assumption of the Risk and Waiver of Liability Relating to COVID-19 is intended to be as broad and inclusive as is permitted under Minnesota Statutes Section 604.055 and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK AND WAIVER OF LIABILITY AGREEMENT RELATING TO CORONAVIRUS/COVID-19, AND AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS, APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT, I AM GIVING UP VALUABLE LEGAL RIGHTS TO RECOVER DAMAGES FROM JAN'S IN CASE OF PERSONAL INJURY, ILLNESS, PERMANENT DISABILITY AND DEATH RESULTING FROM EXPOSURE TO COVID-19 AT JAN'S FACILITY AND ANY OFF-SITE VENUE BEFORE, DURING, OR AFTER PARTICIPATION IN ANY OF JAN'S DANCE LESSONS OR PROGRAMS. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF ALL CLAIMS RELATING TO COVID-19. I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON MY BEHALF AND ON BEHALF OF MY MINOR CHILD(REN) AND I REPRESENT AND WARRANT TO JAN'S THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR CHILD (REN).**

**I have been advised to consult legal counsel prior to signing this agreement. I have read and understand the terms of this Assumption of the Risk and Waiver of Liability Relating to COVID-19 and agree to its terms.**

Date: \_\_\_\_\_  
Signature of Parent/Guardian

Emergency Contact Name: \_\_\_\_\_  
Emergency Contact Telephone Number: \_\_\_\_\_