

HEARTBEAT STUDIOS, INC. ASSUPTION OF RISK, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

By signing this form, I understand and acknowledge that dance instruction, dance classes and dance practice are inherently potentially dangerous activities. As such, I release Heartbeat Studios, Inc., its instructors, staff, officers, employees and assigns from any and all liability arising from any injury or injuries which I/my child incur while engaging in any such activities. In case of a medical emergency, I hereby authorize the staff of Heartbeat Studios, Inc. to obtain the proper medical assistance (as deemed by calling 911) at my expense for my child or me.

I understand and acknowledge that in addition to Heartbeat Studios, Inc. Waiver of Liability statement above, the following amendment is added because COVID-19 infections have been confirmed throughout the world, including the State of MN. COVID-19 is a serious disease that can result in lengthy quarantine requirements, hospitalization, disability, unknown complications and death. And, that Heartbeat has taken reasonable efforts to mitigate such dangers by following guidelines set forth by the CDC such as establishing a safety plan, cleanliness protocol and social distancing to slow the transmission of COVID-19.

I understand and acknowledge that It is impossible for Heartbeat to know who or what students, teachers and parents have been in contact with prior to coming to Heartbeat. Therefore, to reduce disease exposure, the honesty and integrity of students, teachers and parents when conducting their own health screening assessment prior to departing for Heartbeat, is of the utmost importance. By signing this document, I agree to health screen myself and participating family members before going to Heartbeat. I and participating family members also agree to maintain 6-foot social distancing and other Heartbeat safety protocols once inside or outside the building.

Health Screening Assessment:

- Do you have a cough, shortness of breath, headache, fever (temperature of 100.4 or higher), muscle ache, sore throat, repeated shaking with chills, or loss of taste or smell?
- Is anyone in your household sick or have any of the symptoms above?
- Have you been out of the country during the past two weeks?
- Have you been exposed to anyone testing positive to COVID-19 during the past two weeks?

With full awareness and appreciation of the risks involved, while participating in any activity while in, on or around Heartbeat's building, equipment or property, I for myself and on behalf of my participating children and other family members, estate, heirs, executors, next of kin, administrators, assigns and personal representatives, hereby forever releases, waives, discharges and covenants not to sue Heartbeat Studios, Inc., its board members, owners, CEO, President, directors, officers, agents, volunteers, independent contractors, affiliates, employees, successors and assigns, from any and all liabilities, claims, demands, costs, expenses, judgments, losses, attorney fees, or injury, including death, that may be sustained by me, my participating children and others noted above, related to COVID-19 whether caused by the negligence, active or passive, of the Released Parties.

By signing below, I acknowledge that I have read and understand Heartbeat's Assumption of Risk, Waiver of Liability and Indemnity Agreement 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 performing arts education to decide whether to sign this document. No oral representations, statements or inducements apart from the foregoing written agreement, have been made. I am at least 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. I agree that this Waiver of Liability shall be governed by and construed in accordance with MN law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Waiver of Liability as a whole. I understand that this document is a promise not to sue and a release of an indemnification for all claims. If signing on behalf of minor: I also understand that this agreement is made on behalf of my minor child(ren) and/or legal wards and I represent and warrant to Heartbeat Studios, Inc. that I have full authority to sign this agreement on behalf of such minors.

Name of Student: _____

Signature of Student if 18 years of age or older.

Signature of Student's Parent/Guardian if student is a minor.

Date Signed: _____