

By enrolling in any Carolina Dance Productions (“CDP”) camps, classes, programs, or other events hosted by or at CDP, the undersigned acknowledges, on behalf of themselves or on behalf of the minor child(ren) being enrolled, that the novel coronavirus (“COVID-19”) has been confirmed throughout the United States, including in North Carolina. In accordance with the most recent guidance and protocols issued by the CDC and the NCDHHS for slowing the transmission of COVID-19, the undersigned hereby agrees, represents and warrants that neither the undersigned nor such participating children shall visit or utilize the facilities, services, and programs of CDP within 14 days after (i) returning from highly impacted areas subject to a CDC Level 3 Travel Health Notice, (ii) exposure to any person returning from areas subject to a CDC Level 3 Travel Notice, or (iii) exposure to any person who has a suspected or confirmed case of COVID-19. The undersigned hereby agrees, represents and warrants that neither the undersigned nor such participating children shall visit or utilize the facilities, services, and programs of CDP 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 CDP immediately if he or she believes that any of the foregoing access/use restrictions may apply.

CDP has taken certain precautions to implement recommended guidance and protocols issued by NCDHHS and the CDC for slowing the transmission of COVID-19, including, without limitations, the access/use restrictions set forth above. The undersigned acknowledges and agrees that CDP may revise its procedures at any time based on updated recommended guidance and protocols issued by the Public Health Agencies and further agrees to comply with CDP’s revised procedures prior to utilizing the facilities, services and programs of CDP. The undersigned further acknowledges and agrees that, due to the nature of the facilities, services, and programs offered by CDP, social distancing of 6 feet per person among children and their caregivers in a day camp setting may not be possible at all points during programs. The undersigned fully understands and appreciates both the known and potential dangers of utilizing the facilities, services and programs of CDP and acknowledges that the use thereof by the undersigned and/or such participating children may, despite CDP’s reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER CDP FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO, OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY ON-SITE PROGRAM AFFILIATED WITH CDP, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

THE UNDERSIGNED, ON HIS OR HER BEHALF AND ON BEHALF OF SUCH PARTICIPATING CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE CDP, its directors, officers, employees, volunteers and agents from all liability to the undersigned or such participating children and all personal representatives, assigns, heirs and next of kind of the undersigned or such participating children for any loss or damage, and any claim or demands on account of any property damage or any injury to or an illness or the death of, the undersigned or such participating children (or any person who may contract COVID-19 directly or indirectly, from the undersigned or such participating children) whether caused by negligence, active or passive, of CDP or otherwise while the undersigned or such participating children are in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with CDP.

THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS CDP, its directors, officers, employees, volunteers and agents, and each of them, from any loss, liability, damages

or costs they may incur, whether caused by the negligence, active or passive, or otherwise while the undersigned or any participating child is in, upon or about the premises or any facilities or equipment therein or participating in any program affiliated with CDP. The undersigned understands and agrees that CDP is not required to provide insurance to cover the undersigned or such participating children in the event they suffer illness, injury, death, property loss, theft or damage of any sort upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with CDP.

The undersigned agrees and acknowledges that the use of CDP facilities and services, and participation in CDP programs, may involve inherent risks, including, without limitation, the risk of physical illness or injury, death or property damage. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF ILLNESS, BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such participating children due to negligence, active or passive, or otherwise while in, about or upon the premises of CDP and/or while using the premise or any facilities or equipment thereon or participating in any program affiliated with CDP. The undersigned acknowledges that any illness or injuries that the undersigned or such participating children contract or sustain may be compounded by negligent first aid or emergency response of the Releasees and waive any claim in respect thereof.

The undersigned agrees and acknowledges that enrollment of his/her child in the CDP Competitive Dance Program, Tumbling Classes, Acro Classes, and other camps or classes held by CDP may involve movement and choreography that involves students and staff of CDP to be less than six (6) feet apart and/or involves direct body contact. CDP will make every effort to sanitize more frequently during these times of close contact by all parties involved.

THE UNDERSIGNED further expressly agrees that the foregoing ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State of North Carolina 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 SIGNED THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM CDP IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT ANY CDP PROGRAM AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM, OR INJURY OR DEATH AS A RESULT OF PARTICIPATION IN ANY CDP PROGRAMS. 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 A 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 CDP THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).

I have read and understand this Assumption of Risk, Release, Waiver of Liability, and Indemnity Agreement and agree to its terms.