



ASSUMPTION OF THE RISK 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. 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.

Endeavor School of the Arts, having a place of business located at 919 Sunset Drive, Costa Mesa, California 92627 (the "Studio" or "Endeavor") has put in place preventative measures to reduce the spread of COVID-19; however, the Studio cannot guarantee that you or anyone affiliated with you will not become infected with COVID-19. Further, working at, use of or attending an activity ("Activities") at the Studio could increase your risk and your agent's risk of contracting COVID-19. While Endeavor is adhering to local government and state guidelines regarding its operations and is taking extra precautions, including additional cleaning measures, to prevent the spread of any viruses on its premises, including COVID-19, despite these efforts to prevent the spread of this virus, Customer might contract this virus at Endeavor. Any permission for the undersigned by Endeavor to enter the premises is not to be relied upon as determination that it is safe or advisable even if done in accordance with Center for Disease Control guidelines, State of California guidelines, federal guidelines, local guidelines and/or any other statutes, regulations, guidelines. All persons who enter the premises of Endeavor do so at their own risk and peril and understand that by this waiver Endeavor shall have no liability under any theory of liability for permitting persons to enter the Studio.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my agents and I may be exposed to or infected by COVID-19 by attending any Activities at the Studio and that such exposure or infection 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 the Studio may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Studio employees, volunteers, and program participants and their agents.

In addition, the undersigned acknowledges that COVID-19 infections have been confirmed throughout the United States, including in California. In accordance with the most recent guidance and protocols issued by the World Health Organization (WHO), the Centers for Disease Control and Prevention (CDC), the California Department of Health, for slowing the transmission of COVID-19, the undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating agents shall visit or utilize the facilities, services, and programs of the Studio (other than any exclusively online services and programs) 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 Health Notice, or (iii) exposure to any person who has a suspected or confirmed case of COVID-19. The CDC Travel Health Network is continuously updating this list and the undersigned agrees that they are aware of this list and the countries listed. The undersigned agrees to check the CDC Travel Health Notices list (<https://www.cdc.gov/coronavirus/2019-ncov/travelers/index.html>) prior to utilizing the facilities, services, and programs of the Studio, on a daily basis if necessary. The undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating agents shall visit or utilize the facilities, services, and programs of the Studio 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 the Studio immediately if he or she believes that any of the foregoing access/use restrictions may apply.

I voluntarily agree to assume all of the risks and accept sole responsibility for any injury to my agents 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 agents may experience or incur in connection with my or my agent's attendance at the Studio or participation in Studio Activities ("Claims"). In consideration of and return for the opportunity to enter the premises of the Studio, on my behalf, and on behalf of any relevant agents, I hereby release, waive, covenant not to sue, discharge, and hold harmless the Studio, its employees, agents, its owners and representatives, of and from the Claims, including all 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 on the actions, omissions, or negligence of the Studio, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any program at the Studio or a Studio program.

I further assure Endeavor that I have adequate health, property, and liability insurance necessary to provide for and pay any medical costs or property damage that may directly or indirectly result from my presence at Endeavor and I will indemnify and hold Endeavor harmless for any such medical costs or property damage. The facts, circumstances, situation, and advised response to COVID-19 and any related viruses is constantly changing, and Endeavor has no reliable way to keep fully abreast of this information. The fact that Endeavor is permitting you to enter the premises does not in any way, shape, form, or manner indicate that it is safe to do so. I understand that this release means I am giving up, among other things, all rights I may otherwise have to sue Endeavor, Endeavor owners, the property owners and/or agents for injuries (including death), damages, or losses I may incur or cause. I agree to hold Endeavor, Endeavor owners, employees, property owners and agents, harmless from all claims made by third parties that are in any way associated with my entry onto the premises of Endeavor. I shall be liable for all attorney fees, Court costs, and all other costs incurred by Endeavor in enforcing or defending any such claim or any portion of the release. I also understand that this release is binding on all of my minor children and minors for whom I am legal guardian, as well as the heirs, executors, administrators, and assigns of my minor children and minors for whom I am legal guardian. I further understand that if I am executing this release on behalf of a minor child, then I shall hold Endeavor harmless against the claims of any other parent or legal guardian of said child who has not signed this release. I also understand that this release binds my heirs, executors, administrators, and assigns, as well as myself.

I HAVE READ AND UNDERSTAND THE TERMS OF THIS ASSUMPTION OF RISK AND WAIVER OF LIABILITY AGREEMENT AND AGREE TO ITS TERMS.

Dated: _____

By: _____

Print Name: _____

In addition Customer, Customer is executing this Release on behalf of:

(Names of Customer's Children)