

## PMT Dance Studio Student Agreement

### SECTION I: GENERAL TERMS OF USE

All customers hereby release the PMT Dance Studio, its Board, staff and instructors from any and all claims for damages, injuries, theft or loss of property, which members of my party, my family or I may incur while on PMT Dance Studio premises.

Whether as an individual and as a parent/guardian/supervisor of a participant, I understand and acknowledge that participation in PMT Dance Studio programs may expose myself and any minor or persons under my supervision to activity-related risks and risk of accidental injury including death, damages or loss. It is understood that although precautions are taken by PMT Dance Studio, patrons are responsible for their own safety. Patrons are aware that there are certain risks involved when they or any minors or persons under their supervision participate in PMT Dance Studio programs and knowingly assume all risks and hereby collectively and individually release from responsibility and agree to indemnify and hold harmless PMT Dance Studio, its officers, agents, board of directors, representatives, employees, independent contractors, volunteers and assigns from all rights, claims, demands, and injuries, including death, damages or loss of any kind, known and unknown, for which the those in my party or I may sustain as a result of participating in any and all activities connected with or associated with such PMT Dance Studio programs. My party and I accept the responsibility that we and any minor or persons under our supervision have no physical or psychological condition that would prohibit themselves or anyone under our supervision from participation in PMT Dance Studio programs. I agree that my party and I have taken all precautions, including but not limited to, wearing proper attire, consulting a physician, consuming the necessary nutrition, bringing water or fluids as needed. I hereby authorize PMT Dance Studio to act for me and any minor or persons under my supervision according to their best judgment in any emergency requiring medical attention if I am impaired or not present to make this decision for someone in my legal care.

Furthermore, I accept that I am responsible for my personal belongings and hereby indemnify PMT Dance Studio and its respective directors, agents, guest, customers, attendees, officers, employees and representatives from and against any and all claims, suits, proceedings, damages, judgments, and expenses (including, without limitation, reasonable attorneys' fees) or settlement thereof in connection with or arising from damaged or lost property.

I do hereby release and grant permission for the PMT Dance Studio to use any photos of me or any minors or persons under my supervision for promotion and advertisement purposes without remuneration.

### COVID-19 CUSTOMER AGREEMENT, WAIVER OF LIABILITY AND INDEMNIFICATION

1. I agree that I am personally responsible for my safety and actions, as well for my children, while using PMT Dance Studio. I agree to comply with all PMT Dance Studio policies and rules, including but not limited to all PMT Dance Studio policies, guidelines, signage, and instructions either on premises, provided via email to you or your associates or posted online via social media or [www.pmthouseofdance.com](http://www.pmthouseofdance.com). Because PMT Dance Studio is open for use by other individuals, I recognize that my children, those under my care and I are at higher risk of contracting COVID-19. With full awareness and appreciation of the risks involved, I, for myself and on behalf of my family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge, and covenant not to sue PMT Dance Studio its board members, officers, agents, servants, independent contractors, affiliates, employees, successors, and assigns (collectively the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained because of COVID-19 whether caused by the negligence of the Released Parties, any third-party using PMT Dance Studio, or otherwise, while participating in any activity while in, on, or around PMT Dance Studio and/or while using any PMT Dance Studio facilities, tools, equipment, or materials.
2. I agree that my family and I have taken, to the best of my ability, all safety pre-cautions required by New York state prior to entry. I agree that all members of my party, including myself, shall wear a face mask covering the nose and mouth, disinfect hands upon entry, avoiding contact with other people (outside of your immediate family) and our staff & maintain social distancing of at least 6 feet between persons. I acknowledge that PMT Dance Studio is not required to provide face

masks or any other preventative materials for an individual. I agree that every member of my party, including myself, is responsible to provide their own preventative materials, equipment and protective wear as required herein. I agree that, to the best of my knowledge, I am not ill or exhibiting any symptoms of any illness including, but not restricted to, fever, cough, excessive sneezing, sore throat or any other symptom indicative of an illness.

3. I declare that my immediate family and I have not contracted COVID-19 or traveled to or from a place that requires self-quarantine by NY State, within the last 14 days. I declare, that to the best of my knowledge, my family and I are not infectious of COVID-19 and that we take all necessary precautions in our daily life to prevent the spread of COVID-19.
4. I agree that my family and I shall behave responsibly to reduce the spread of COVID-19 as it is in the interest of public safety. If my behavior is deemed unsafe PMT Management, teachers and staff reserve the right to discontinue service, restrict, prohibit or expel customers in the interest of public safety. Unsafe behavior includes non-compliance with State laws on COVID-19, non-compliance of our policies and behavior which increases another person's risk of being infected by COVID-19. I agree that PMT Dance Studio shall have the right to assess behavior taking place at ANY time, on premises or outside of our premises and at times prior to, during or after a visit to our premises as it pertains to my ability to access PMT Dance Studio premises. PMT Dance Studio shall have the right to accept information or witness testimony provided by health officials, the State, building management, social media or PMT staff to deny access to our premises until COVID-19 restrictions are fully lifted.
5. I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to my use of PMT Dance Studio facilities, tools, equipment, or materials, whether caused by the negligence of the Released Parties or otherwise specifically related to COVID-19.
6. By signing below I acknowledge and represent that I have read the foregoing agreement and Waiver of Liability, understand it 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 using PMT Dance Studio 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 eighteen (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 if I fail to adhere to the terms of this agreement my party and I shall be subject to immediate expulsion from the space, without refund, solely at your cost. I agree that this Wavier of Liability shall be governed by and construed in accordance with New York 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 Wavier of Liability as a whole. This waiver remains in effect until the State of New York lifts all COVID-19 related mandates.

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Printed Name

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Date

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Address

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Name of Dependent(s) – Separate names with commas

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Signature

PMT Dance Studio  
28 West 25<sup>th</sup> Street, 2<sup>nd</sup> floor  
NY, NY 10010