

## **REQUIRED COVID-19 WAIVER AND RELEASE (The “Agreement”)**

By signing below, you are agreeing to follow our social distancing and safety protocols.

Although strict measures are being taken by Balance & Harmony Healing Arts Center, LLC, to prevent the spread of COVID-19 (such as social distancing, staggered classes, and deep sanitization, etc.), the undersigned acknowledges that attending classes at Balance & Harmony Healing Arts Center, LLC, could result in COVID-19 infection. Accordingly, in addition to all waivers and limits on liability already agreed to by the parties and because of the COVID-19 Pandemic, the undersigned, **HEREBY WAIVES AND RELEASES**, indemnifies, holds harmless and forever discharges Balance & Harmony Healing Arts Center, LLC and its members, agents, employees, officers, directors, contractors, affiliates, successors and assigns, of and from any and all claims, demands, debts, prosecutions, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to participation in any of the events or activities conducted by, on the premises of, or for the benefits of Balance & Harmony Healing Arts Center, LLC, provided that this waiver of liability does not apply to any acts of gross negligence or intentional, willful or wanton misconduct. Further, it is acknowledged that operation during the pandemic does not fall into these categories.

I also understand that the activities that I will participate in may be considered inherently dangerous and may cause serious or grievous injuries, including bodily injury, COVID-19 infection, loss of/damage to personal property and/or death. On behalf of myself, my heirs, assigns and next of kin, I waive all related claims for damages, injuries and death sustained to me or my property that I may have against Balance & Harmony Healing Arts Center, LLC.

By this Waiver, I assume any risk and take full responsibility and waive any claims of personal injury, COVID-19 infection, death or damage to personal property associated with Balance & Harmony Healing Arts Center, LLC, including but not limited to receiving Yoga/Tai Chi/Kung-Fu training at the facility, using the facility and its equipment in any manner, form or fashion, and practicing and/or engaging in Yoga/Tai Chi/Kung-Fu activities or other related activities on and off the premises including any and all services.

I have read, understand and fully agree to the terms of this Agreement. I understand and confirm that by signing the Agreement I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional **WAIVER AND RELEASE** of all liability to the full extent of the law. I am 18 year of age or older and mentally competent to enter into this waiver.

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
Parent/Guardian Signature

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Parent/Guardian PRINTED NAME