

Joanne Langione Dance Center Liability Waiver

In consideration of the dance lessons afforded to me under this agreement with the JOANNE LANGIONE DANCE CENTER, INC., and in recognition of the physically strenuous nature of dancing, I hereby knowingly, freely and voluntarily waive any right of cause of action of any kind whatsoever, arising as a result of such activity by my child and agree to hold harmless and indemnify JOANNE LANGIONE DANCE CENTER, INC., and its employees or agents, from any liability, costs or expenses (including but not limited reasonable attorneys fees) which may or could arise from such activities. JLDC will not be liable for any failure or delay in performing an obligation under this agreement that is due to any of the following causes, to the extent beyond its reasonable control: act of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.

JLDC has put in place preventative measures to reduce the spread of COVID-19; however, JLDC cannot guarantee that you or your child(ren) will not become infected with COVID-19. By registering for classes, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and myself may be exposed to or infected by COVID-19 by attending JLDC 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 JLDC may result from the actions, omissions, or negligence of myself and others, including, but not limited to, JLDC employees, volunteers, and program participants and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) 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 my child(ren) may experience or incur in connection with my child(ren)'s attendance at JLDC or participation in JLDC programming ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless JLDC, its employees, agents, 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 JLDC, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any JLDC program. I assert that I have explained to my child/ward: the risks of the activity, his/her responsibilities for adhering to the rules and regulations, and that my child/ward understands this agreement.

I agree to follow JLDC's safety protocols including that I will not send my child to JLDC classes or programs if they are ill or showing any signs of illness or if they have been exposed to someone who is ill or confirmed to have COVID-19. Furthermore, I understand that if a JLDC student or faculty member reports COVID-19 exposure, my child may be required to quarantine per the State of Massachusetts and the Newton Department of Public Health.

I understand that there is a possibility that in-studio classes, performances, competitions and other programs may be cancelled due to the COVID-19 pandemic or related causes. I understand JLDC will make every effort within reason to provide alternative opportunities (including but not limited to online learning). I understand that JLDC is not obligated to refund or credit tuition and related fees.