

PMT Dance Studio
WAIVER OF LIABILITY AND INDEMNIFICATION

1. I agree that I am personally responsible for my safety and actions 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 www.pmthouseofdance.com. Because PMT Dance Studio is open for use by other individuals, I recognize that I am at higher risk of contracting COMMUNICABLE ILLNESS OR DISEASE or injury. 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 by me related to A COMMUNICABLE ILLNESS OR DISEASE 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 I have taken, to the best of my ability, all safety pre-cautions and completed all tasks required by PMT Dance Studio, state, and local authorities prior to entry. I agree to follow all PMT Dance Studio policies as detailed on premises, via email correspondence or on www.pmthouseofdance.com. If mandated by PMT Dance Studio or the State, I agree that all members of my party, including myself, shall wear a face mask always covering the nose and mouth while in public, disinfect hands upon entry, avoiding contact with other people (outside of your own group) and our staff & maintain social distancing of at least 6 - 12 feet between persons. I acknowledge that PMT Dance Studio is not required or obligated to provide face masks, hand sanitizer or any other preventative materials for an individual. I agree that every member of my party, including myself, is responsible for providing their own preventative materials, equipment, protective wear, and sanitizers 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. I declare that I have observed all official State health guidance and government mandated testing and quarantine procedures associated with traveling outside of the state of NY.
3. I declare that I have not been infected with A COMMUNICABLE ILLNESS OR DISEASE or traveled to or from a place that requires self-quarantine by NY State, within 14 days of any visit. I declare, that to the best of my knowledge, I am not infectious with A COMMUNICABLE ILLNESS OR DISEASE and that I take all necessary precautions in my daily life to prevent the spread of A COMMUNICABLE ILLNESS OR DISEASE.
4. 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 related to A COMMUNICABLE ILLNESS OR DISEASE.
5. By signing below I acknowledge and represent that I have read the foregoing 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, you 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.

Printed Name

Date

Signature

PMT Dance Studio
28 West 25th Street, 2nd floor
NY, NY 10010