

# Harbour Dance Centre Agreement of Release & Waiver of Liability

I hereby acknowledge and agree to the following:

1. That Harbour Dance Centre is in no way responsible for the safekeeping of my personal belongings while I attend class.
2. I understand that classes at Harbour Dance Centre may be physically strenuous and I voluntarily participate in them with full knowledge that there is risk of personal injury, property loss or death.
3. I attest that I have no psychological, medical or emotional condition that would prevent me from safe participation in a Harbour Dance Centre dance class.
4. Harbour Dance Centre uses third party tools (e.g. Zoom/FitGrid) to provide live-streaming classes. I understand that HDC does not endorse or approve and is not responsible for the privacy practices of these third parties or my use of such third party tools. I also understand and agree that HDC is not responsible or liable for any third party tools used to provide live-streaming classes.
5. I understand that some Harbour Dance Centre classes may be live-streamed and that notification of such live-streaming will be placed beforehand outside the studio where such live-streaming will take place. By entering such studio, I will thereby have given my irrevocable consent for HDC to proceed with the live-streaming.
6. There is a global COVID-19 pandemic (the "Pandemic"), which remains in the community and a risk to all community members.  
Harbour Dance Centre is re-opening its facilities for use by its clients provided that clients conduct themselves in accordance with government and public health orders, directions and recommendations and other laws applicable to the Pandemic (collectively, the "Public Health Measures").
7. I agree that my right to use Harbour Dance Centre facilities during the Pandemic is conditional upon my agreement to and compliance with Public Health Measures in place.
8. I agree that I will not attend any Harbour Dance Centre if:
  - a. In the past 14 days, I have had any symptom of COVID-19, including but not limited to fever, cough, or difficulty breathing;
  - b. I or anyone I live with has tested positive for COVID-19, and I have not yet been cleared to discontinue isolation in accordance with applicable criteria communicated by public health officials;
  - c. In the past 14 days, I have had close contact with a person who, to my knowledge, had any symptoms of COVID-19 or has tested positive for COVID-19, and I have not yet been cleared to discontinue isolation in accordance with applicable criteria communicated by public health officials; or
  - d. I am currently subject to a quarantine or self-isolation order.

\*If I am a healthcare professional, 8(c) above applies to me if the said contact occurred while I was not wearing appropriate proper personal protective equipment.

9. While at Harbour Dance Centre, I agree to comply with all hygiene, social distancing, and other directions and rules made by HDC or imposed by HDC staff in order to attempt to limit the spread of COVID-19  
If I breach any of the terms above, I agree that HDC may prohibit me from accessing any of *HDC's* facilities in accordance with terms set by HDC and HDC may exercise any of its other rights or remedies in the circumstances, whether at law or in equity.
10. I am also aware and acknowledge that:
  - a. COVID-19 (including variations and mutations) is a highly communicable virus that can cause, among other conditions, severe respiratory illness, sometimes leading to death, in individuals who contract it.
  - b. Risks, dangers and hazards of COVID-19 exist throughout Harbour Dance Centre.
  - c. Persons infected with COVID-19 may be in close proximity to me at Harbour Dance Centre, and I may be

exposed to and contract the COVID-19 virus at HDC even if I comply with all Public Health Measures and do not come within six feet of another person while at Harbour Dance Centre.

11. I agree that neither I, my heirs, assigns or legal representatives will sue or make any other claims of any kind whatsoever against Harbour Dance Centre or its members for any personal injury, property damage/loss, or wrongful death, whether caused by negligence or otherwise.
12. And, I hereby release to Harbour Dance Centre the rights to all photography and video recordings that may be taken during classes and workshops for promotional use.
13. I recognize that this agreement of release and waiver of liability is a legal contract and that I have complete knowledge of its contents.
14. I agree that:  
I am above the legal age of majority in my province or territory of residence (19 or older in BC) and do not require parent or guardian consent.  
OR;  
I hereby warrant and represent that I am the parent or legal guardian of the above-named minor (minors are defined as AGE 18 OR YOUNGER in British Columbia). I consent to and confirm the terms and conditions above. I hereby fully indemnify Harbour Dance Centre, its associated and affiliated companies and their respective directors, employees and instructors from and against any claim, action, liability, settlement, judgment, loss or damage (including but not limited to legal fees) which they may suffer or incur as a result of any death, injury or damage suffered or caused by the above- signed minor in association with their participation in classes at Harbour Dance Centre.
15. I have read this agreement and fully understand its contents and meaning, and sign it of my free will.

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Print Name & Signature of participant. Date

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or Name & Signature Legal Guardian if 18 years or younger. Date