

LIABILITY AND CANCELLATION POLICY FOR ALL CLIENTS OF THE BARRE EFFECT LLC:

The World Health Organization has declared the novel Coronavirus (COVID-19) a worldwide pandemic. Due to its capacity to transmit from person-to-person through respiratory droplets, the government has set recommendations, guidelines, and some prohibitions which The Barre Effect adheres to comply.

In consideration of my participation in the foregoing, the undersigned acknowledge and agree to the following:

- I am aware of the existence of the risk on my physical appearance to the venue and my participation to the activity of The Barre Effect, may cause injury or illness such as, but not limited to Influenza, MRSA, or COVID-19 that may lead to paralysis or death.
- I have not experienced symptoms that of fever, fatigue, difficulty breathing, or dry cough or exhibiting any other symptoms related to COVID-19 or any communicable disease within the last 14 days.
- I have not, nor any member(s) of my household, traveled by sea or air, internationally within the past 30 days.
- I did not, nor any member(s) of my household, visit any area within the United States that was reported to be highly affected by COVID-19, in the last 30 days.
- I have not been, nor any member(s) of my household, diagnosed to be infected of COVID-19 virus within the last 30 days.

Following the pronouncements above I hereby declare the following:

- I am fully and personally responsible for my own safety and actions while and during my participation and I recognize that I may in any case be at risk of contracting COVID-19.
- With full knowledge of the risks involved, I hereby release, waive, discharge The Barre Effect, its staff, trainers, independent contractors, affiliates, employees, representatives, successors, and assigns from any and all liabilities, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, injury, or death, that may be sustained by me related to COVID-19 while participating in any activity while in, on, or around the premises or while using the facilities or at an off-site class or event that may lead to unintentional exposure or harm due to COVID-19.
- I agree to indemnify, defend, and hold harmless The Barre Effect and Juliana Duszlak from and against any and all costs, expenses, damages, lawsuits, and/or liabilities or claims arising whether directly or indirectly from or related to any and all claims made by or against any of the released party due to injury, loss, or death from or related to COVID-19.
- I agree that The Barre Effect is in no way responsible for the safekeeping of my personal belongings while I attend class. I understand that classes at or sponsored by The Barre Effect may be physically strenuous and I voluntarily participate in them with full knowledge that there is risk of personal injury, property loss or death. I agree that neither I, my heirs, assigns or legal representatives will sue or make any other claims of any kind whatsoever against or its members for any personal injury, property damage/loss, or wrongful death.
- The Barre Effect requires 6-hours notice for all cancelled reservations. Full charge plus \$5 late fee will be applied if appropriate notice is not given. There are no refunds for unused sessions. There are no exceptions to this cancellation policy.

In signing below, I _____ (print full name) acknowledge that I have read The Barre Effect Liability Release Waiver and understand its contents; that I am at least eighteen (18) years old and fully competent to give my consent and that I have been sufficiently informed of the risks involved and give my voluntary consent in signing it as my own free act and deed.

(Client's signature)

(Date signed)

