

Additional provisions | school

Liability, Media, and Medical Care Waiver

<p>COVID-19 risk identification (long-form)</p>	<ul style="list-style-type: none"> • COVID-19 is highly contagious and believed to be spread primarily through person-to-person contact • an individual infected with COVID-19 may spread COVID-19 to others before such individual exhibits any symptoms, and some infected individuals never exhibit symptoms • multisystem inflammatory syndrome in children (MIS-C) is associated with COVID-19 infection in children • individuals with chronic health conditions, and individuals age 60 and above, are at greater risk if infected with COVID-19 • exposure to or infection with COVID-19 may result in serious illness, injury, permanent disability, or death • Student exposure to or infection with COVID-19 may result in quarantine and in loss of access to ballet training, physical therapy, and other activities • Student's enrollment in and presence at the School creates a risk of exposure to COVID-19 and other infectious diseases such as influenza and mononucleosis • due to its group, physical, and interactive nature, ballet training and performance may carry a greater risk of exposure to COVID-19 and other infectious diseases than other educational or professional development activities • such risks may result from or be compounded by the actions, omissions, or negligence of others, including other students, instructors, and other third parties • even if School adopts health and safety protocols reflecting requirements and recommendations of government authorities, professional associations, School's medical advisors, and other experts (collectively, "Guidelines"), and there is full compliance with such Guidelines, there still is a risk of exposure to COVID-19 and other infectious diseases, and School cannot guarantee that Student will not become infected • even if School adopts such Guidelines, there may be individuals who do not comply with such Guidelines, School may not be aware of such non-compliance, and School may not be able to monitor or enforce compliance in every case • adherence to such Guidelines, changes in Guidelines, or other health and safety considerations may result in changes in teaching methods; Student's loss of access to classes and other School Activities; and loss of opportunities to perform before audiences, participate in exchange programs, or travel
<p>COVID-19 risk identification (short-form)</p>	<ul style="list-style-type: none"> • Student's participation in School Activities creates a risk of exposure to COVID-19 and other infectious diseases such as influenza and mononucleosis • due to its group, physical, and interactive nature, dance training and performance may carry a greater risk of exposure to COVID-19 and other infectious diseases than

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	other educational activities
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Dancer Host and Dancer Exchange Agreements

<p>COVID-19/force majeure</p>	<p>Events that are not Force Majeure Events For clarity, Force Majeure Events do not include COVID-19 pandemic or related events, conditions, or consequences, including, without limitation, quarantine, stay-home order, venue capacity limitation, or any other governmental directive, order or guideline relating to COVID-19.</p> <p>COVID-Related Matters School and Collaborator acknowledge the COVID-19 pandemic is ongoing as of the date of this Agreement, and that there is a real possibility that activities under this Agreement may need to be cancelled, rescheduled, or otherwise modified. School and Collaborator further acknowledge the importance in this environment of open communication, cooperation, and flexibility. To that end,</p> <ul style="list-style-type: none"> • School and Collaborator will cooperate in rescheduling activities if Sender in good faith decides, for health and safety reasons relating to COVID-19, against traveling to or performing in Host’s location. Sender will notify Host as promptly as possible following such a decision by Sender. Such Sender right to defer activities applies whether or not local law or Host policies would allow the activities to take place on the original dates. • School and Collaborator will cooperate in rescheduling activities if Host in good faith concludes that: (a) local law or public health guidelines prohibit or will prohibit such activities or (b) health and safety concerns relating to COVID-19 make it inadvisable to hold such activities on the originally scheduled dates. Host will notify Sender as promptly as possible following such a decision by Host. <p>If School are Collaborator are unable, during the 60-day period following an event or decision giving rise to a rescheduling discussion, to agree to an alternative, then either party may terminate this Agreement by providing notice of termination to the other party. The termination will be effective upon delivery of such notice.</p>
<p>Risk assumption (presence in Host facility)</p>	<p>Sender understands that even if Sender and Host follow all health and safety protocols, Host participants still may be exposed to COVID-19 or other infectious diseases as a result of its presence and activities in Host facilities. With such information and awareness, Sender knowingly and freely assumes and accepts the risks of all injury, illness, disability, exposure to disease, death, property damage or loss, financial obligation, loss of privacy, loss of reputation, and all other injuries and other consequences, whether known or unknown, whether foreseen or unforeseeable, that may result, directly or indirectly, from Sender and Sender participants presence and activities in Host’s facilities.</p>

Effect of Termination	Upon the expiration or termination of this Agreement, School and Collaborator will cooperate in transition activities and will use reasonable efforts to minimize interruption and any adverse impacts of the termination including especially impacts on each party's dancers.
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