

# CLASS/EVENT PARTICIPATION LIABILITY WAIVER AND PHOTO CONSENT

I agree to waive Little Folkies LLC, its teachers, staff and owner Irena Pantovic, of all claims for personal injury or property damage that may arise from use of the facilities before, during, or after Little Folkies classes. I also accept responsibility for my safety and the safety of my children or the children in my care at the location before, during, and after Little Folkies classes.

## PLEASE READ THE FOLLOWING DISCLAIMER CAREFULLY:

# **CANCELLATION POLICY**

We do not offer refunds for Little Folkies classes, only credit to be used towards future semesters or other Little Folkies offerings. Credited monies must be used within 6 months of cancellation. Certain class times offered may be canceled due to underenrollment. In this case, you will be transferred to your 2nd class choice. In the rare event of teacher illness, a class may be canceled and rescheduled, and a special 'make- up' day will be scheduled within two to three weeks of the canceled class on a separate day. If you can not make it to this rescheduled class day, you may add an extra make-up class to your allotted number of 'make-up' classes for the semester and use it at any scheduled class within the semester (please email at least 24 hours in advance to confirm.) No refunds will be offered for teacher sick days.

## **TERMS AND CONDITIONS**

Little Folkies LLC teachers, staff and owner Irena Pantovic strive to provide high quality music classes to and for young children and parents and/or caregivers. Little Folkies staff and owner Irena Pantovic cannot protect your children or yourselves from

unexpected illness or circumstances due to your health status. We also do not own, maintain, or guard the premises on which Little Folkies classes and events take place. We cannot safeguard your person or property before, during or after class. We hope that you will participate mindful of your health, person and surroundings. We ask you to acknowledge the following statements for yourself and your child by signing your name at the end of this form.

- 1. A certain level of fitness may be required for participation in instruction. Each student, by and through his or her parent(s), each parent and each caregiver certify that each is in good health and has no known medical condition that could endanger their own well being of others in the program. Each certifies that she/he/they have consulted with a physician and determined that participation does not jeopardize his/her/their health.
- 2. The premises, at which instruction is provided, is not owned, inspected, maintained, or controlled by Little Folkies LLC, its teachers, staff and owner Irena Pantovic. Each child, parent and caregiver hereby release, and for him/herself and on behalf of the student if he/she is a minor, waive and discharge Little Folkies, Irena Pantovic, respective teachers, employees, agents, assignees and other related entities from any and all liability for any and all loss or damage and any claim for loss or damages arising from the participation or attendance at this premise, to property or per person, even injury or loss or claim which arises out of the condition of the premises, whether such condition is known or unknown. Each participant inspected the location and was satisfied with the premises' condition.
- 3. Each child, parent and caregiver or other participants in consideration for participation in the instruction provided by Little Folkies, individually hereby releases, and for him/ herself and on behalf of the student if he/she is a minor, waves and discharges Little Folkies, Irena Pantovic, respective contractors, employees, agents, assignees and other related entities, from any and all liability for and all loss or damage to property or to person and any claim which could not have been anticipated at the time of enrollment or any and all future Little Folkies classes or events attended.

# PHOTO/VIDEO CONSENT FORM

⇔ By checking the box, I grant to Little Folkies and its representatives the right to take photographs and video of me and/or my child in connection with the Little Folkies website and promotional material. I authorize Little Folkies, its assigns and transferees to copyright, use and publish the same in print and/or electronically. I agree that Little Folkies may use such photographs of me and/or my child with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, social media and web content.

#### **COVID 19 LIABILITY WAIVER**

- I acknowledge the contagious nature of the Coronavirus/COVID-19 and that the CDC and many other public health authorities still recommend practicing social distancing.
  - I further acknowledge that Euphoria Studios LLC has put in place preventative measures to reduce the spread of the Coronavirus/COVID-19.
  - I further acknowledge that Euphoria Studios LLC can not guarantee that I will not become infected with the Coronavirus/Covid-19. I understand that the risk of becoming exposed to and/or infected by the Coronavirus/COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, salon staff, and other salon clients and their families.

I voluntarily seek services provided by Euphoria Studios LLC and acknowledge that I am increasing my risk to exposure to the Coronavirus/COVID-19. I acknowledge that I must comply with all set procedures to reduce the spread while attending my appointment.

## I attest that:

- \* I am not experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.
- \* I have not traveled internationally within the last 14 days.
- \* I have not traveled to a highly impacted area within the United States of America in the last 14 days.
- \* I do not believe I have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19.
- \* I have not been diagnosed with Coronavirus/Covid-19 and not yet cleared as non contagious by state or local public health authorities.
- \* I am following all CDC recommended guidelines as much as possible and limiting my exposure to the Coronavirus/COVID-19.

I hereby release and agree to hold Euphoria Studios LLC harmless from, and waive on behalf of myself, my heirs, and any personal representatives any and all causes of action, claims, demands, damages, costs, expenses and compensation for damage or loss to myself and/or property that may be caused by any act, or failure to act of the salon, or that may otherwise arise in any way in connection with any services received from Euphoria Studios LLC. I understand that this release discharges Euphoria Studios LLC from any liability or claim that I, my heirs, or any personal representatives may have against the salon with respect to any bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection to, any services received from Euphoria Studios LLC. This liability waiver and release extends to the salon together with all owners, partners, and employees.

# INJURY LIABILITY

Parents, caregivers, legal guardians of minor students and adult students waive the right to any legal action for any injury sustained at a Little Folkies class location, resulting from normal music class activity or any other activity conducted by the students before, during or after class, event or activity.

In consideration of participating in Little Folkies I represent that I understand the nature of this activity and that I am qualified, in good health, and in proper physical condition to participate in such activity. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the activity. I fully understand that this activity involves risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participating in the event, the conditions in which the event takes place, or the negligence of the "releasees" named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, cost, and damages I incur as a result of my participation in the activity.

I hereby release, discharge, and covenant not to sue Little Folkies, its administrators, directors, agents, officers, volunteers, teachers and employees, other participants, and sponsors, advertisers, and if applicable, owners and lessors of premises on which the activity takes place, (each considered one of the "releasees" herein) from all liability, claims, demands, losses, or damages, on my account caused or alleged to be caused in whole or in part by the negligence of the "releasees" or otherwise, including negligent rescue operations and future agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the releasees, I will indemnify, save and hold harmless each of the releasees from any loss, liability, damage, or cost, which any may incur as the result of such claim.

I have read the LIABILITY WAIVER, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, understand that I have given up substantial rights by signing it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

#### PARENTAL CONSENT

AND I, the minor's parent, caregiver and/or legal guardian, understand the nature of the above referenced activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the releasees from all liability, claims, demands, losses or damages on the minor's account caused or alleged to have been caused in whole or in part by the negligence of the releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above releases, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any Releasee may incur as the result of any such claim.

By this waiver, I assume any risk, and take full responsibility and waive any claims of personal injury, death or damage to personal property associated with Little Folkies activities and events organized by Little Folkies.

I understand and confirm that by signing this WAIVER AND RELEASE I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law. I am 18 year of age or older and mentally competent to enter into this waiver.