

WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19

ASSUMPTION OF RISK/WAIVER OF LIABILITY/INDEMNIFICATION AGREEMENT

In partial consideration of receiving music instruction (the "Services") from teachers providing those Services as licensees (the "Provider" or "Providers") in the suite of studios located at Kaleidoscope School of Music, LLC, located at 195 Front Street North, Suite G, Issaquah, Washington (the "School"), the undersigned acknowledges and agrees that:

1. Receiving the Services includes possible exposure to and contraction of illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. The School has adopted and will use reasonable efforts to follow guidelines issued by the Washington Department of Health intended to diminish the spread of infection. While following such guidelines may reduce the risk of exposure to infectious diseases, the risk of contracting infection and suffering serious illness and death does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE PROVIDER, SCHOOL or others, and assume full responsibility for the risks inherent in receiving the Services; and,
3. I willingly agree to comply with the Providers' and the School's requirements and recommendations for receiving Services as regards my protection against infectious diseases; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS the School and the Providers and each of their owners, officers, agents, and employees, and if applicable, owners, lessors, licensors, and licensees of the premises where the Services are performed (collectively, "RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

FOR STUDENT/CLIENTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF SERVICES)

This is to certify that I, as parent/guardian, with legal responsibility for this Student/Client, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify, defend and hold harmless the Releasees for any and all loss, cost, liability and expense (including reasonable attorneys fees) incident to my minor child's/ward's presence in the receipt of the Services as provided above, EVEN IF ARISING FROM THEIR OWN NEGLIGENCE, to the fullest extent provided by law.