



PiYoDa Flow

FIND YOUR FLOW

In-Person Classes | Participation and Liability Waiver Agreement

PiYoDa Flow (“Client”) is a non-competitive family friendly space for dance, wellness, fitness and culture. As part of its work, Client offers a variety of classes and workshops designed to give students an introduction to acrobatic and street dance, kids’ ballet, yoga, and Pilates (collectively “Classes”).

It's important that we stay safe while participating in Classes at our studio at 2803 Crenshaw Blvd, Los Angeles CA 90016 (“Center”). You understand that participation in dance instruction, yoga, and Pilates is not completely free from risks. This Participation and Liability Waiver Agreement (“Agreement”) explains possible risks of engaging in Classes at the Center, and includes liability waivers, consents, and other legal agreements on your part.

In consideration of being permitted, and/or my child being permitted, to participate in Classes at the Center, I hereby acknowledge and agree to the following on behalf of myself and my child:

* * * * *

Risk Associated with Classes

Dance, yoga, and Pilates can involve sustained and vigorous physical activity. I may engage in bending, twisting, leaping, falling, and repetitive movements, all of which place meaningful demands on the human body. I may be using resistance bands, exercise balls, rope, or other fitness equipment.

As such, I understand that participation in Classes creates risks, and that these risks include risks of bodily injury (such as fractures, concussions, strains, and ligament tears), cardiac events, property damage, and death. I understand that risks may be inherent in Classes, such as physical movement, exposure to noise, exposure to infectious disease through close contact with other people including people dancing, sweating, or engaging in dance and fitness activities. I also understand that my own fitness and conditioning may affect my ability to engage in Classes and meet their physical demands.

I understand that such risks may also arise from my own actions or from the actions of others at or near the Center or encountered while traveling to or from the Center. I understand that performing arts instruction can involve kinetic corrections that include

physically touching students as part of regular instruction.

I understand that (a) COVID-19 is extremely contagious and (b) entering the Center and/or attending Classes could increase my and my child’s risk of being exposed to and/or infected by COVID-19, (c) such exposure or infection may result in a serious medical condition requiring medical treatment in a hospital or could possibly lead to death, and (d) such exposure or infection may result from the actions, omissions, or negligence of Client, its officers, directors, managers, shareholders, agents, employees, volunteers, representatives and/or other participants of Classes and Center visitors.

Awareness and Assumption of Risk

I understand the information above, and confirm and acknowledge that these are risks associated with participation in Classes. With such information and awareness, and with the recognition that other factors may create additional such risks, I knowingly, freely, and voluntarily: (a) enroll in Classes; (b) participate in Classes; and (c) assume and accept the risks of all injury, death, property damage or loss, financial obligation, loss of privacy, loss of reputation, and all other injuries and other



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consequences, whether known or unknown, whether foreseen or unforeseeable, and whether incurred at the Center or at other locations where Classes are offered, that may result, directly or indirectly, from my participation in Classes, regardless of the cause.

Liability Waiver and Release

I, on behalf of myself, my child and each of our heirs, successors and assigns, hereby forever and irrevocably release, waive, relinquish, and discharge Client and its directors, officers, agents, representatives, employees, volunteers, and successors and assigns, and affiliates (collectively "Client Parties") from any and all claims, demands, liabilities, responsibilities, rights, damages, expenses, and causes of action of whatever kind or nature, and other losses of any kind, whether known or unknown, foreseen or unforeseen, (collectively "Damages") caused by or arising directly or indirectly from my participation in Classes, including, without limitation, any Damages (a) related to any exposure to or infection by COVID-19 (including any personal injury, disability, death or other loss or liability related thereto) and (b) based on the actions, omissions, or negligence of Center or the other Released Parties (collectively, the "Released Claims").

This release and waiver includes, in each such case, all claims in respect of the risks noted above, known and unknown, foreseen and unforeseeable, regardless of the cause or whether such claims arise from tort, contract, or otherwise, and even if caused by negligence, whether passive or active. I will not sue any of the Client Parties on the basis of these waived and released claims. I waive the protections of Section 1542 of the California Civil Code.

Medical Condition

I understand that I am solely responsible for knowing my own physical condition and making my own decision about participation, and acknowledge that Client has not made any promises or assurances to me about my ability to participate. I understand that I am

responsible for choosing the appropriate level of class and my level of participation. I confirm that I have received all medical examinations necessary to take part in Classes. It is my responsibility to talk to a medical practitioner if I have any questions or health concerns about participating in Classes.

Medical Care Consent

I authorize Client to provide me with first aid and to arrange medical assistance, transportation, and emergency medical services for me if I get hurt during my participation in Classes. I understand that I am solely responsible for any costs related to my medical treatment and transport. I understand that Client does not provide health, medical, disability, or other insurance coverage for me.

Use by Client of My Name and Image

I understand that Client may take photos or videos of me during my participation in Classes. I consent to the use by Client of my image, voice, name, works, and/or story in any format, including video, print or electronic (collectively, the "Materials"), as Client may deem appropriate for program, archival, promotional or other purposes. Client may make the Materials available on its digital platforms, in its publications, or through any other media. I waive any right to inspect or approve the Materials or to receive any payment. I grant Client all copyrights in and waive any legal claims relating to the Materials, including those relating to copyright, rights of publicity or privacy, or defamation, or arising from any distortion, blurring, or alteration that may occur in the making, editing, or use of recordings.

Applicable to Single Classes and Workshop

This Agreement will cover my participation in both single Classes and all Classes in a single workshop.

Others Who May Watch a Replay

I understand that my registration for a Class does not entitle other members of my household, friends, or other individuals (collectively, "Third Parties") to watch a replay



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and participate in the session. I will be responsible for any Third Parties who do participate. To that end, I will be solely responsible for and defend, indemnify, and hold harmless Client against any claims by or on behalf of Third Parties arising from their or my participation in Classes.

General Provisions

If any provision of this Agreement is found to be illegal, invalid, or unenforceable, the remaining terms will be effective. This agreement will be governed by California law.

- I affirm that I am of legal age and have the right to contract in my own name, and am freely signing this Agreement. I have read this Agreement and fully understand that by signing this Agreement, I am giving up legal rights and/or remedies that may be available to me.
- I affirm that I am the parent or legal guardian of the participant listed below, am authorized to sign on such participant's behalf, and am freely signing this document. I have read this Agreement and fully understand that by signing this Agreement, I am giving up legal rights and/or remedies that may be available to the participant, to me, to any other parent or legal guardian of the participant, and to their respective heirs, next of kin, and legal representatives.

Signature
(of parent/guardian if Participant is under 18)

Student Name (if under 18)

Print Name

Date