

STUDIO AGREEMENT AND LIABILITY WAIVER (INCLUDES COVID-19 WAIVER)

This Studio Agreement and Liability Waiver (“Agreement”) covers your relationship with Spectrum Dance, LLC dba The Rose Ballroom, as well as all its members, managers, directors, officers, officials, agents, employees, contractors, representatives, assignees, and any others acting on its behalf (collectively, “The Rose”, “we”, “us”, or “our”) with respect to your activities at The Rose Ballroom dance studio.

COMPLIANCE WITH RULES

Your use of The Rose Ballroom is subject to our posted Studio Rules and Music Rules (collectively, “Rules”), which may change from time to time. You agree to follow (and cause your guests to follow) these Rules anytime you visit The Rose Ballroom, and all such Rules are incorporated into and form part of this Agreement. If at any time you disagree with the Rules, please notify us in writing by emailing info@theroseballroom.com and immediately discontinue using The Rose Ballroom.

GENERAL LIABILITY WAIVER

READ CAREFULLY - THIS SECTION LIMITS OUR LIABILITY

Health/Fitness and Assumption of Risk. Although moderate dancing is safe for most people, there are risks of physical injury inherent to dancing. You should always consult with your physician before beginning any exercise program, including dancing, or changing your physical activity patterns, particularly if you have been inactive, are very overweight, or have or suspect any sort of medical condition that might be worsened by exercise. You, being fully informed of the risks of dancing, expressly agree to assume all risks, known or unknown, associated with your dancing and to release and hold The Rose harmless for any injuries or damages sustained by you while engaging in lessons, classes, practice, or any other activities at The Rose Ballroom, even if such injuries or damages arise from the negligence or omission of The Rose.

General Waiver of Claims. In consideration for being permitted to use the facilities at The Rose Ballroom, and to the extent permitted by applicable law, you hereby forever waive any and all claims of any nature whatsoever (including, but not limited to, claims of injury, disability, death, loss or damage to person or property) that you now have or may in the future have against The Rose or any instructor teaching at The Rose, on any theory of liability, for any injury or damages arising out of or in connection with your activities at The Rose Ballroom. In addition, you understand that any and all insurance that you have shall be primary and noncontributory.

Indemnification. Further, you shall defend, indemnify, and hold harmless The Rose from and against any loss, cost, or damage of any kind (including reasonable attorneys’ fees) arising out of or in connection with your activities at The Rose Ballroom.

COVID-19 LIABILITY WAIVER

READ CAREFULLY - THIS SECTION FURTHER LIMITS OUR LIABILITY

2019 Novel Coronavirus Disease (COVID-19) has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The virus is thought to be spread mainly from person-to-person (between people who are in close contact with one another, i.e. within about 6 feet, through respiratory droplets produced when an infected person coughs, sneezes, or talks). The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life threatening illness and even death.

The best way to prevent contracting COVID-19 is to avoid being exposed to the virus. The Rose has adopted protocol to help reduce transmission risk of COVID-19, however, we cannot prevent you or your child(ren) from becoming exposed to, contracting, or spreading COVID-19 while using The Rose Ballroom. Therefore, if you choose to utilize our services and/or enter onto our premises you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

Assumption of Risk. You hereby accept the risk of contracting COVID-19 for yourself and/or your children in order to utilize The Rose's services and enter The Rose Ballroom. These services are of such value to you and/or to your children, that you accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to utilize The Rose's services and premises in person rather than arranging for an alternative method of enjoying the same services virtually (e.g. videoconference).

Waiver of Claims. To the fullest extent permitted by applicable law, you hereby forever waive any and all claims of any nature whatsoever (including, but not limited to, claims of illness, injury, disability, death, or any other loss) that you now have or may in the future have against The Rose in connection with exposure to, infection from, and/or spread of COVID-19 related to your utilization of The Rose's services and premises, including, but not limited to, claims arising from The Rose's negligence.

PHOTO AND VIDEO RELEASE

You authorize and agree that we may take and use photographs/videos of you at The Rose Ballroom for purposes of record keeping, advertising, and marketing. You understand that you do not have any rights to these photographs/videos and will not be compensated for the same.

SECTION 1542 WAIVER

As it relates to the foregoing releases and waivers, you acknowledge that you have read and do hereby waive all rights or benefits which you now have or in the future may have

under the terms of Section 1542 of the Civil Code of the State of California (or any successor statute or rule), which section currently reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

MISCELLANEOUS

No Warranties. You acknowledge that we have made no warranties either expressed or implied concerning the facilities, events, or activities at The Rose Ballroom.

Binding Effect. This Agreement and the terms, covenants, conditions, provisions, obligations, undertakings, rights, and benefits hereof shall be binding upon, and shall inure to the benefit of, the parties and their respective successors and assigns (but no assignment shall relieve the parties of their respective obligations hereunder as to acts done and obligations incurred prior to the effective date of the assignment).

Integration/Modification. This Agreement reflects the entire agreement between the parties with respect to its subject matter and supersedes any prior discussions or agreements, written or oral. No change or modification of this Agreement shall be valid unless it is contained in writing and confirmed by all parties hereto.

No Waiver. No waiver of any provision of this Agreement shall be implied by any failure of The Rose to enforce any remedy for the violation of that provision, even if that violation continues or is repeated.

Severability. If any provision of this Agreement is deemed invalid or unenforceable under applicable law, it shall not affect or render invalid or unenforceable any other provision of this Agreement.

Disputes. **Any dispute or claim arising out of this Agreement or your activities at The Rose Ballroom will be resolved by binding arbitration, rather than in court.** California arbitration law applies to this provision. The arbitrator's award shall be final, and judgment may be entered upon it by any court having jurisdiction thereof. The prevailing party shall be entitled to recover from the other party reasonable attorney fees, arbitration costs, and court costs incurred.