

MILWAUKEE BALLET

MILWAUKEE BALLET SCHOOL AND ACADEMY: ASSUMPTION OF RISK, LIABILITY RELEASE, INDEMNIFICATION, AND CONSENT

I, _____ (the "Participant"), intending to be legally bound, understand and agree that I am voluntarily participating in activities online or in-person dance lessons or classes, workshops, recesses, breaks, lunch hours, rehearsals or performances (collectively, the "Activity") provided by MILWAUKEE BALLET COMPANY, INC., a Wisconsin corporation (the "Organization"), held online or at the Organization's locations at 128 N. Jackson Street, Milwaukee, WI 53202; 8665 N Port Washington Rd, Fox Point, WI 53217; and/or 3815 N Brookfield Road, Suite 201, Brookfield, WI 53045 (such Organization's locations, the "Premises"), at my own request and at my own risk. I acknowledge that I am aware of the risks inherent in the Activity and certify that I am in good health, physically fit, capable of participating in the Activity, and have not been otherwise informed by any physician, and know of no restrictions imposed on me by any physician that would in any way prevent me from participating in the Activity.

I understand that, if I wish to participate in the Activity but do not wish to be bound by this document, I may contact Linda Benfield at lbenfield@foley.com to negotiate mutually satisfactory changes to this Milwaukee Ballet School and Academy: Assumption of Risk, Liability Release, Indemnification, and Consent (this "Release"), reallocating the risks involved in, and the costs associated with, the Activity and associated liability insurance, and further understand that the Organization will negotiate such changes with me in good faith. As lawful consideration for being permitted by the Organization to participate in the Activity, I agree as follows:

- Assumption of Risk ("Assumption of Risk"): I AM AWARE AND UNDERSTAND THAT THE ACTIVITY IS A DANGEROUS ACTIVITY AND INVOLVES THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. I UNDERSTAND, ACKNOWLEDGE AND AGREE THAT ANY INJURIES THAT I SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE ORGANIZATION. I UNDERSTAND, ACKNOWLEDGE AND AGREE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE ORGANIZATION OR OTHERWISE; PROVIDED, HOWEVER, THAT THIS ASSUMPTION OF RISK SHALL NOT APPLY TO RISKS HAVING ARISEN FROM THE RECKLESS, WILLFUL OR INTENTIONAL MISCONDUCT OF THE ORGANIZATION.**
- COVID-19 Covenants and Assumption of Risk ("COVID-19 Assumption of Risk"): I am aware of the highly contagious nature of severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), which causes coronavirus disease 2019 ("COVID-19") and the risk that I may be exposed to or contract COVID-19 by being on the Premises and engaging in the Activity. I understand, acknowledge and agree that such exposure or infection may result in serious illness, personal injury, permanent disability, or death. I understand, acknowledge and agree that this risk may result from or be compounded by the actions, omissions, or negligence of others, including the Organization or its employees and that participating in the Activity could increase my risk of contracting COVID-19. I am familiar with federal, state, and local laws, orders, directives, and guidelines related to COVID-19, including the Centers for Disease Control and Prevention (CDC) guidance on COVID-19. I will comply with all such laws, orders, directives, and guidelines while on the Premises, including, without limitation, requirements related to hand sanitization and washing, social distancing, and use of face coverings. I will also follow all instructions and safety rules of the Organization while on the Premises, including the health & safety protocols for each location and any other COVID-19 policies of the Organization provided by the Organization from time to time, as the same may be amended and updated from time to time by the Organization. I agree not to enter the Premises if I am experiencing symptoms of COVID-19 (including, without limitation, cough, shortness of breath, fever, chills, muscle pain, headache, sore throat, or new loss of taste or smell), have a confirmed or suspected case of COVID-19, or have, to my knowledge, come in contact in the last fourteen (14) days with a person who has been confirmed or suspected of having COVID-19. The Organization may also adopt certain precautionary steps designed to help avoid exposure to COVID-19. I agree to comply with such steps, but acknowledge and understand that no such precautionary steps, even if followed, ensure there will be no exposure to COVID-19. In addition, I understand and acknowledge that such steps may not embody all recommended precautions, that there may be individuals who do not comply with such steps, and that the Organization may not enforce compliance with the steps adopted. **NOTWITHSTANDING THE RISKS ASSOCIATED WITH COVID-19, I UNDERSTAND, ACKNOWLEDGE AND AGREE THAT I AM VOLUNTARILY ENTERING THE PREMISES TO ENGAGE IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF PERSONAL INJURY, ILLNESS, DISABILITY, OR DEATH RELATED TO COVID-19, ARISING FROM MY BEING ON THE PREMISES OR ENGAGING IN THE ACTIVITY, WHETHER CAUSED BY THE NEGLIGENCE OF THE ORGANIZATION OR OTHERWISE; PROVIDED, HOWEVER, THAT THIS COVID-19 ASSUMPTION OF RISK SHALL NOT APPLY TO RISKS HAVING ARISEN FROM THE RECKLESS, WILLFUL OR INTENTIONAL MISCONDUCT OF THE ORGANIZATION.****
- Liability Release ("Liability Release"): I, ON BEHALF OF MYSELF, MY SUCCESSORS IN INTEREST, HEIRS, ASSIGNS, AND REPRESENTATIVES, HEREBY FULLY RELEASE AND HOLD HARMLESS THE ORGANIZATION AND ITS AFFILIATES, AND ITS AND THEIR DIRECTORS, OFFICERS, TRUSTEES, AGENTS, EMPLOYEES, VOLUNTEERS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (BE THEY INDIVIDUALS OR ORGANIZATIONS), TOGETHER WITH THEIR INSURERS AND SPONSORS (COLLECTIVELY, INCLUDING THE ORGANIZATION, THE "RELEASEES"), OF AND FROM ANY AND ALL LIABILITY, CLAIMS, DAMAGES, ACTIONS AND CAUSES OF ACTION WHATSOEVER ON ACCOUNT OF ANY LOSS, DAMAGE TO PROPERTY, OR INJURY TO PERSON (INCLUDING DEATH) OR ANY OTHER LOSS OR INCONVENIENCE WHATSOEVER, THAT IS SUFFERED BY ME AT ANY TIME, WHETHER NOW EXISTING OR HEREAFTER ARISING, DIRECTLY OR INDIRECTLY ARISING FROM OR IN CONNECTION WITH MY VOLUNTARY PARTICIPATION IN THE ACTIVITY, WHETHER RESULTING FROM THE ORGANIZATION'S OR ANOTHER RELEASEE'S NEGLIGENCE OR OTHERWISE AND WHETHER ARISING UNDER A**

THEORY OF NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, BREACH OF CONTRACT OR OTHER THEORY OF LAW (COLLECTIVELY, "LIABILITIES"); PROVIDED, HOWEVER, THAT THIS LIABILITY RELEASE SHALL NOT APPLY TO CLAIMS FINALLY ADJUDICATED TO HAVE ARISEN FROM THE RECKLESS, WILLFUL OR INTENTIONAL MISCONDUCT OF THE ORGANIZATION. I COVENANT NOT TO SUE, OR BRING ANY SUCH CLAIMS AGAINST, THE ORGANIZATION OR ANY OTHER RELEASEE, AND FOREVER RELEASE AND DISCHARGE THE ORGANIZATION AND ALL OTHER RELEASEES FROM LIABILITY UNDER SUCH CLAIMS.

4. **Indemnification ("Indemnification"):** I SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE RELEASEES FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND, INCLUDING REASONABLE ATTORNEY FEES, FEES AND COSTS OF ENFORCING ANY RIGHT TO INDEMNIFICATION UNDER THIS RELEASE, AND THE COST OF PURSUING ANY INSURANCE PROVIDERS, INCURRED BY RELEASEES ARISING OUT OR RESULTING FROM ANY CLAIM OF A THIRD PARTY RELATED TO MY PARTICIPATION IN THE ACTIVITY OR MY BEING ON THE PREMISES.
5. **Insurance:** I have adequate insurance to cover any injury or illness I may suffer or cause while participating in the Activity, and I agree to bear the costs of such insurance and/or any such injury or illness myself. I understand, acknowledge and agree that the Organization does not provide health insurance for me.
6. **Consent, Authorization and Information Release ("Consent"):** I hereby grant permission to the Organization to render, or cause to be rendered, preventative or first-aid assistance or to seek treatment or medical care that the Organization deems reasonably necessary, including hospitalization, for my health and well-being, at my sole expense. I also give permission to the Organization to use and disclose my personal health information ("PHI") as the Organization deems necessary for purposes related to my treatment, including, without limitation, disclosing any of my PHI in the possession of or available to the Organization to doctors, hospitals, ambulance companies, coaches, family members, and others involved in my care and treatment, all of whom may use or re-disclose my PHI. I may revoke this authorization at any time in writing delivered to the Organization's Administrator, Alyx Johnson, at ajohnson@milwaukeeballet.org, provided that disclosures and uses taken in reliance on the authorization will not be affected by the revocation. The authorization will continue throughout my participation in the Activity. In addition, I hereby give permission to the Organization to take photographs or video of me on the Premises and/or participating in the Activity and hereby give permission to the Organization to use such photographs or videos of me in perpetuity in Milwaukee Ballet and Milwaukee Ballet School & Academy promotional material, commercials, social media, and fundraising efforts, without remuneration paid to me. I have read the registration information and understand, acknowledge and agree to the Organization's policies. I understand, acknowledge and agree that I am responsible for tuition payments as described in such policies.
7. **Miscellaneous:** This Release shall be in effect for the duration of the period that the Participant is enrolled in or participating in the Activity, despite any interruption of enrollment for any time period for any reason. If the Participant violates any of the covenants set forth in this Release at any time, the Organization is permitted to deny the Participant entry to the Premises and participation in the Activity. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release will be governed by and subject to the laws of, and exclusive jurisdiction of the courts of, the State of Wisconsin, without giving effect to any of such State's choice or conflict of law provision or rule.

BY SIGNING BELOW, I UNDERSTAND, ACKNOWLEDGE, AND AGREE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE, INCLUDING THE ASSUMPTION OF RISK, THE COVID-19 ASSUMPTION OF RISK, THE LIABILITY RELEASE, THE INDEMNIFICATION, AND THE CONSENT, AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE RELEASEES.

Date: _____
Signature of Participant*

**This Release must be signed also by a parent or legal guardian of the Participant if the Participant is under the age of 18 on the date this Release is signed.*

I, THE UNDERSIGNED, HEREBY CERTIFY THAT I AM THE PARENT OR LEGAL GUARDIAN OF THE PARTICIPANT, AND AS SUCH AND ON BEHALF OF MYSELF AND THE PARTICIPANT, BY SIGNING BELOW, I UNDERSTAND, ACKNOWLEDGE, AND AGREE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE, INCLUDING THE ASSUMPTION OF RISK, THE COVID-19 ASSUMPTION OF RISK, THE LIABILITY RELEASE, THE INDEMNIFICATION, AND THE CONSENT, AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS ON MY BEHALF AND ON BEHALF OF THE PARTICIPANT, INCLUDING THE RIGHT TO SUE THE RELEASEES.

Date: _____
Signature of Parent or Legal Guardian of Participant