

## **THE DENVER TURNVEREIN, INC. Coronavirus Liability Waiver for Participants (Dance Attendance)**

This waiver is in effect for dances through July 31, 2021, or until such time that The Denver Turnverein Inc. ("DTI"), publishes new regulations. In consideration of being allowed to participate in dances at "DTI", I hereby agree as follows:

1. I hereby certify that I **have received full vaccination against COVID-19 and have provided true and correct evidence of the same. Full vaccination is defined as 2 weeks after the second dose of either the Pfizer or Moderna vaccine or a single dose of the Johnson & Johnson vaccine. I also understand that if I experience any symptoms of COVID-19, I must refrain from entering the building during a dance until I either have a negative COVID-19 test or I have quarantined for the CDC's recommended period after a positive test. I further acknowledge that I could still contract the COVID-19 virus even if I have been fully vaccinated.**

2. COVID-19: The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization, is extremely contagious and has been shown to spread mainly from person-to-person contact. It is believed that an individual can be infected with COVID-19 without their knowledge and be asymptomatic. DTI has provided rules for use of the facility to attempt to reduce the spread of COVID-19. However, DTI does not guarantee that I or anyone else will not become infected with COVID-19 as a consequence of participating in social dancing, even for those who have been fully vaccinated.

Participation in social dancing or dance lessons could increase the risk of contracting COVID-19. By signing this agreement, I **ACKNOWLEDGE** the contagious nature of COVID-19 and **VOLUNTARILY ASSUME ALL RISK** that I may be exposed to or infected by COVID-19 by participating in activities at DTI, and that such exposure or infection could result in personal injury, illness, permanent disability, and death to myself, my family members or others and accept sole responsibility for any injury or illness that may occur. Further, I **UNDERSTAND AND AGREE** that this release includes any claims based on the actions, omissions, or negligence of DTI, any club that hosts an activity at DTI, their employees, officers and directors, whether a COVID-19 infection occurs before, during, or after participation in any activity on the premises of DTI.

2. I agree that if the City of Denver or State of Colorado, DTI or any DTI dance club that hosts an activity at DTI subsequently imposes any restrictions on activities at DTI, I will fully comply with those restrictions. I understand that if I do not comply fully with any of the above, DTI or the club has the right to exclude me from entering the building. I also acknowledge that in the event that DTI does not impose a mask requirement to participate in activities, it is my responsibility to determine whether wearing a mask for additional protection is advisable

3. I, on behalf of myself, my heirs, executors, administrators and assigns, hereby waive, release, discharge, and agree not to sue DTI, its dance clubs, its members, directors, officers, employees and volunteers (collectively the Releasees), from any and all claims **RELATING TO ANY AND ALL INJURY, ILLNESS** (including, without limitation contracting COVID-19), **DISABILITY, DEATH**, or loss or damage to person or property, any liability and expenses **WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF THE RELEASEES** which I may have or which may subsequently accrue to me, relating to, resulting from or arising out of my participation in any programs, events or activities at DTI.

4. I agree to indemnify, defend and hold the Releasees harmless from and against any and all claims for damages, injuries, losses, liabilities and expenses relating to, resulting from or arising out of my participation in any activity at DTI's building, whether or not sponsored by DTI.

5. I intend that this Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I have read this document and understand its contents, including the fact that by signing this document I may be giving up legal rights.

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_