

# TOP BILLING ENTERTAINMENT

## COVID-19 WAIVER OF LIABILITY AND INDEMNIFICATION Rev. 5/2020

1. I agree that I am personally responsible for my safety and actions while using the facilities and training at Top Billing Entertainment Performance Academy, herein referred to the "Released Party". I agree to comply with all Released Party's policies and rules, including, but not limited to all business policies, guidelines, signage, and instructions. Because the facility of the Released Party is open for use by other individuals, I recognize that I am at higher risk of contracting COVID-19.

With full awareness and appreciation of the risks involved, I, for myself and on behalf of my family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge, and covenant not to sue the Released Party nor its board members, officers, partners, managers, agents, servants, independent contractors, affiliates, employees, successors, and assigns (collectively the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me related to COVID-19 whether caused by the negligence of the Released Parties, any third-party using the facilities of the Released Parties, or otherwise, while participating in any activity while in, on, or around the facilities of the Released Parties and/or while using any of its facilities, tools, equipment, or materials.

2. I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to my use of the services and facilities of Top Billing Entertainment Performance Academy including all of its facilities, tools, equipment, materials, and/or immaterial services, whether caused by the negligence of the Released Parties or otherwise specifically related to COVID-19.
3. By signing below I acknowledge and represent that I have read the foregoing Waiver of Liability, understand it and sign it voluntarily as my own free act and deed, including without limitation the Release of Liability and Indemnification requirements contained in this document; I am sufficiently informed about the risks involved in order to decide whether to sign this document; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am either a) at least eighteen (18) years of age and fully competent or b) I am under eighteen years of age but have obtained permission by my guardian' as executed by their signature(s) below ; I (or my guardian) execute this document for full, adequate, and complete consideration fully intending to be bound by the same. I agree that this Wavier of Liability shall be governed by and construed in accordance with California law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Wavier of Liability as a whole. This waiver remains in effect until the State of California lifts all COVID-19 related mandates.

Parent/Guardian Name \_\_\_\_\_ Date \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_

Performer's Name(s) \_\_\_\_\_