



LONE STAR CIRCUS™

School

## **LIABILITY WAIVER FOR COVID-19 PANDEMIC**

In consideration of the services provided by the facility, Lone Star Circus Arts Center, Inc., Lone Star Circus School (LSCS), Lone Star Circus (LSC), Inwood Soccer Center, their agents, owners, officers, volunteers, participants, employees, independent contractors, volunteers, interns, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "Releasees"):

I represent that I am in good health and have had no known exposure to COVID-19 and no symptoms of COVID-19, including cough, shortness of breath or difficulty breathing, chills, repeated shaking with chills, muscle pain, headache, sore throat, loss of taste or smell, diarrhea, feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit, for 14 days prior to attending the facility. I acknowledge that if I believe I have had any exposure to COVID-19, I will immediately cease attendance at the facility until I can again warrant that I have had no known exposure for the 14 day period and alert the facility if I have been on the premises since my exposure. The facility is making its best efforts to reduce the risk of transmission of COVID-19. But the safety of the community is in the hands of every one of us. I expressly agree and promise to abide by the safety precautions per Lone Star Circus School's Health & Safety Guidelines for COVID-19.

I am aware that training during and after the COVID-19 pandemic involves certain inherent risks, dangers, and hazards, which can result in serious infection, personal injury, or death. I further acknowledge, understand, appreciate, and agree that my participation may result in possible exposure to and illness from COVID-19. While protocols and personal discipline may reduce this risk, the risk of serious injury, illness, and even death is not possible to fully mitigate. I hereby freely agree, to assume and accept all known and unknown risks of exposure to COVID-19, even arising from the negligence of the releasees or others and assume full responsibility for my participation. I further recognize and acknowledge that the risks inherent in training can be greatly reduced by complying with Lone Star Circus School's Health & Safety Guidelines For COVID-19.

I hereby waive, release, and discharge all claims that I have or may have in the future, and covenant not to sue your business, its administrators, directors, agents, officers, volunteers, employees, contractors, other participants, any sponsors, advertisers, owners, and lessor of the premises on which the activity takes place (each considered one of the "releasees" herein) from all liability, claims, demands, losses, damages, on my account caused or alleged to be caused in whole or in part by the negligence of the releasees or otherwise, including negligent rescue operations. I further agree that if, despite this release, waiver of liability, and assumption of risk, I or anyone on my behalf makes a claim against any of the releasees, I will indemnify, defend, and hold harmless each of the releasees from any loss, liability, damage, or cost, including attorneys' fees, which any of the aforementioned may incur as a result of such a claim. I accept for use as-is the equipment to be used in activities governed by this agreement.

I have read this Agreement and I fully understand its terms. I understand that I am giving up substantial rights, including my right to sue the facility and its staff for injuries resulting from the inherent risks of training during and after the COVID-19 pandemic, and the ordinary negligence of the facility and staff. I further acknowledge that I am signing this agreement freely and voluntarily, without inducement or assurance of any nature, and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by the laws of the state of Texas.

I, hereby covenant and promise that I am the minor's parent and/or legal guardian, and on behalf of myself and the minor, understand the nature of the above referenced activities and the minor's health, experience, and capabilities and believe the minor to be able to participate in such activity safely. I understand the risk of exposure to injury and/or infectious diseases including COVID-19, for myself and my child, as a participant, spectator, classes, and/or presence at the facility. I hereby waive, release, discharge, and covenant not to sue, and agree to defend, indemnify, and hold harmless each of the releasees from all liability, claims, demands, losses or damages on the minor's or my account which were caused or alleged to be cause in whole or in part by the negligence of the releasees or otherwise, including but not limited to injury, negligent rescue operations, and/or exposure to infectious diseases and I further agree that if, despite this release, I, the minor, or anyone else on the minor's behalf makes a claim against any of the above releasees, I will defend, indemnify, and hold harmless each of the releasees from any litigation expenses, attorneys' fees, loss liability, damage, or cost which any releasee may incur as the result of any such claim.

In consideration of child ("Minor") being permitted by the facility to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless the facility from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Governing Law, forum, and consent to jurisdiction. This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the internal laws of the State of Texas, including its statutes of limitations and without regard to its choice of law principles. The undersigned herein irrevocably consents to the jurisdiction of the courts in Texas, which shall be the sole forum for the resolution of any disputes that arise out of or relate to the parties' relationship.

The Parties intend this statement of their agreement to constitute the complete, exclusive, and fully integrated statement of their agreement. As such, it is the sole expression of their agreement, and the other agreements entered by the Parties are incorporated here by reference and consist of Lone Star Circus School's Health & Safety Guidelines For COVID-19 and Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement. This Agreement may not be changed orally, and no modification, amendment or waiver of any provision contained in this Agreement, or any future representation, promise or condition in connection with the subject matter of this Agreement shall be binding upon any party hereto unless made in writing and signed by both parties. To participate in classes or other events at the facility, the undersigned accepts the entire agreement. No written modification or strike-out of the originally typed agreement shall be effective unless signed by both

Parties. I agree that if any portion of this Agreement is held to be invalid, that portion shall be severable, and the remaining agreement shall continue to have full force and effect. In the event of my death or incapacity, this Agreement shall be effective and binding upon my heirs, estate, next of kin, executors, administrators, assigns and representatives.

\_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name of Participant

\_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Signature of Participant

(Parent or Legal Guardian should sign the name of the participant if the participant is under the age of eighteen (18) years of age).

**PARENTAL CONSENT**

AND I, the minor’s parent and/or legal guardian, understand this Agreement and I hereby release, discharge, covenant not to sue and AGREE TO INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses or damages on the minor’s account caused or alleged to have been caused in whole or in part by the negligence, acts, omissions or fault of the Releasees or otherwise, including claims or injuries arising out of Releasees’ own negligence, fault, acts or omissions, including COVID-19 claims and further agree that if, despite this release, I, the minor, or anyone on the minor’s behalf makes a claim against any of the above Releasees, I WILL INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any Releasee may incur as the result of any such claim.

\_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name of Parent/or Legal Guardian

\_\_\_\_\_  
Signature of Parent/or Legal Guardian