

Assumption of Risk, Covid Liability Waiver and Agreement to Follow Rules "COVID-19 Waiver"

I acknowledge and understand the contagious nature of Coronavirus/COVID-19, and all variants or mutations related to such virus (collectively, "COVID-19"). I acknowledge that the COVID-19 has been declared a global pandemic by the World Health Organization. I further understand that COVID-19 is extremely contagious and may be contracted from various sources and that COVID-19 has a long incubation period during which carriers of the virus may not show symptoms and still be contagious.

I acknowledge and understand that being indoors with individuals not in my family group, such as attending in person courses at The Barrow Group ("TBG"), significantly increases my risk of exposure to COVID-19. I acknowledge and understand that participation in such TBG courses may create circumstances, such as the discharge of respiratory droplets or person-to-person contact, in which COVID-19 can be transmitted.

I acknowledge and understand that TBG cannot guarantee that I will not become infected with COVID-19. I acknowledge and understand that I am voluntarily assuming the risk of exposure to COVID-19 by attending indoor courses at TBG and that such exposure could result in personal injury, illness, disability and/or death. I acknowledge and understand that the risk of exposure to COVID-19 may result from the actions, omissions or negligence of other persons that attend indoor courses at TBG as well as if I gather with other persons for practice or rehearsal outside of TBG courses. I acknowledge and understand that I am voluntarily assuming the risk of exposure to COVID-19 by gathering with others for practice or rehearsal outside of TBG indoor courses.

I understand that I am opting for an indoor course at TBG even though courses are being offered online where my exposure to COVID-19 would be greatly reduced. I agree to follow all protocols and/or rules set forth by TBG in connection with safety or COVID-19 risk mitigation, whether such protocols and/or rules are in writing or implemented by the teacher during the course. I understand and agree that my name and telephone number and/or e-mail address may be disclosed by TBG to the applicable government authorities in the event that contact tracing is required or advisable.

I hereby waive, release and discharge and covenant not to sue, to the fullest extent permitted by applicable law, TBG and its directors, officers, agents, contracted faculty members, and/or employees, with respect to any and all COVID-19-related liability, injury, disability, death, or claim, demand, cost or loss that I may incur arising from or in connection with my participation in any in person course of TBG.

This Covid-19 Waiver shall be governed by the laws of the State of New York and the exclusive jurisdiction of this Covid-19 Waiver shall be the state and federal courts in New York County without respect to the principles of conflicts of law.