

**CLIENT RELEASE OF LIABILITY, ASSUMPTION OF RISK AND  
INDEMNIFICATION AGREEMENT**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is very contagious. Persons infected and/or carriers of this virus may have no symptoms and not know they have it, such that the risk of transmission cannot be ruled out. Accordingly, the following is agreed to between the undersigned and/or his/her minor children (referred to individually and collectively below as “Client(s)”) and Batavia Studios, LLC (“Batavia Studios”), located at 7031 Crider Road, Mars, PA 16046 (the “Premises”).

1. Due to the contagious nature of COVID-19, the Client(s) voluntarily assume the risk that he/she/they may be exposed to or infected by COVID-19 by visiting the Premises for Services. The Client(s) further acknowledges and accepts that such exposure or infection may result in serious injury, prolonged illness, permanent disability, or death. Acknowledging and notwithstanding these risks, the Client(s) assumes all risks associated directly or indirectly with receipt of services at Batavia Studios, including but not limited to, entering and exiting the Premises and parking lot and interacting with other persons at or around the Premises.

2. The Client(s) hereby expressly waives, releases, and forever discharges Batavia Studios, its staff, employees, owners, officers, directors, managers, agents, and representatives (collectively “Releasees”) of all liabilities, claims, actions, lawsuits, damages, costs, or expenses of any kind arising out of, or in any way relating to, the provision of services by, or presence at, Batavia Studios. The Client(s) covenants not to make or bring any such claim against the Releasees now or at any future time. The Client(s) understands and agrees that this Release includes any claims based on the negligent acts or omissions of Releasees.

3. The Client(s) agrees to not enter the Premises or utilize the Services of Batavia Studios if at the time of visiting or within two (2) weeks prior thereto, he/she/they or anyone in their household: (i) are exhibiting symptoms of COVID-19, including, without limitation, fever, cough, or shortness of breath; (ii) have a suspected case of or have been diagnosed with COVID-19; (iii) have been exposed to a person who has a suspected case of or has been diagnosed with COVID-19; or (iv) have tested positive for COVID-19 and/or been informed by a health professional to self-quarantine.

4. The Client(s) agrees to defend, indemnify, and hold harmless the Releasees 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, court costs, and expenses related to the enforcement of any right to indemnification under this Agreement or arising out of or resulting from any claim of a third party related to the Client(s)’ participation in and/or receipt of services from and/or presence at Batavia Studios.

5. This Agreement contains the entire terms between the parties on the subject matter here and supersedes all prior written or oral understandings, agreements, or representations. In the event of a dispute, this Agreement shall be given force and effect for Batavia Studios to the maximum extent permissible under applicable law. All matters arising out of or relating to this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision, rule or statute in any other jurisdiction. Any claim or cause of action related to this Agreement may only be brought in the Court of Common Pleas of Butler County, Pa. or the United States District Court for the Western District of Pa., and the Client(s) consents to the exclusive jurisdiction of such courts.

BATAVIA STUDIOS, LLC

The Client(s) acknowledge they have read and understand this Agreement, recognize it includes a Release of Liability, and sign it with full consent and intending to be legally bound by these terms.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

If applicable, the Client's signature includes consent on behalf of any Client's minor child(ren), who, as applicable, Client shall list below:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

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