



Adult Participant Waiver, Release, Indemnification of All Claims and Covenant Not to Sue

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. Read this document carefully and in entirety. By signing this agreement, you give up your right to bring a court action to recover compensation or obtain any other remedy for any personal injury or property damage however caused arising out of your participation in Michael Ann Russell Jewish Community Center (MARJCC), now or at any time in the future.

Acknowledgment of Risk

I hereby acknowledge and agree that participation in the MARJCC activities comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with participation, including but in no way limited to: (1) slips, trips, and falls, (2) aquatic injuries, (3) athletic injuries, and (4) illness, including exposure to and infection with viruses or bacteria. I further acknowledge that the preceding list is not inclusive of all possible risks associated with participation and that said list in no way limits the operation of this Agreement.

Coronavirus / COVID-19 Warning & Disclaimer

Coronavirus, COVID-19 is an extremely contagious virus that spreads easily through person-to-person contact, through airborne particles transmitted from one person to another, and from surfaces contaminated with the virus. Federal and state authorities recommend social distancing, wearing personal protective equipment such as a mask, frequent hand washing, and avoiding public gatherings as means to reduce the risk of contracting the COVID-19 virus or spreading the COVID-19 virus. COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Participating in MARJCC programs or accessing MARJCC facilities could lead to, or increase the risk of, being exposed to, or contracting COVID-19. I acknowledge and understand that, by participating in any program offered by the MARJCC, I may be increasing the risk that I will be exposed to COVID-19 or that I may become infected with COVID-19 through contact with another person, through airborne particles transmitted from one person to another, from surfaces contaminated with the virus, or by some other means. By my initials near this paragraph and by my signature on this Agreement, I acknowledge and assume the risk described in the preceding sentence, I agree to follow federal and state guidelines to avoid contracting or spreading the virus, and I agree to hold the MARJCC harmless in the event I contract COVID – 19 through my participation in a program offered by the MARJCC or by some other means. The MARJCC expressly disclaims any warranty or guarantee that COVID-19 infection will not occur through participation in MARJCC programs or accessing or being present in MARJCC facilities.

Initial

Waiver, Release, Indemnification & Covenant Not to Sue

In consideration of my participation in any MARJCC programs, I, _____, the undersigned participant, agree to release and on behalf of myself, my heirs, representatives, executors, administrators, and assigns, HEREBY DO RELEASE MARJCC, its officers, directors, employees, volunteers, agents, representatives and insurers (“Releasees”) from any causes of

Initial



action, claims, or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I, my heirs, representatives, executors, administrators and assigns may have, now or in the future, against MARJCC on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to the use of MARJCC facilities/equipment or participation in MARJCC programs whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of Releasees. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of MARJCC, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any MARJCC program.

In consideration of my participation in the MARJCC programs, I, the undersigned participant, agree to INDEMNIFY AND HOLD HARMLESS Releasees from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to my participation.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in my participation and that I am voluntarily assuming said risks. I understand that I will be solely responsible for any loss or damage, including personal injury, property damage, or death, I sustain while participating in the MARJCC and that by signing this agreement I HEREBY RELEASE Releasees from all liability for such loss, damage, or death. I further certify that I am in good health and that I have no conditions or impairments which would preclude my safe participation in the MARJCC.

I further certify that my date of birth is [REDACTED] (MM/DD/YYYY), that my present age is [REDACTED], and that I am therefore of lawful age and otherwise legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding and certify that I am signing this agreement, after having carefully read it, of my own free will.

IN WITNESS WHEREOF, this instrument is duly executed this [REDACTED] (date) day of [REDACTED] (month), in the year [REDACTED].

[REDACTED]

Participant Signature

[REDACTED]

Participant Name (Print Clearly)