

Young Israel Congregation Agreement of Assumption of Risk, Hold Harmless and Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious, with very serious health consequences, including the possibility of serious injury and illness, and even death. It is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and health agencies have issued “stay at home” orders, social distancing recommendations, and guidelines as to use of personal protective equipment, and in many locations have prohibited the assembly and participation of groups of people.

The Young Israel Congregation (also known as Young Israel of Bal Harbour, Inc., “Young Israel”) has adopted various preventative measures to help reduce the potential spread of COVID-19, including reducing the number of persons who may be present at the same time for Synagogue services or other activities and for distancing of the participants and maintaining cleanliness. Young Israel cannot assure or otherwise guarantee that you or your children will not become infected with COVID-19 in attending religious services or other activities at the Synagogue. You also recognize that attending religious services at the Young Israel increases your and your family’s risk of contracting COVID-19.

You have advised the Young Israel that you are aware of the foregoing and desire to attend Synagogue services or other activities, by yourself and/or with your minor child or children. In consideration of being allowed to attend such services and other activities at the Young Israel, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by you, and desiring to be legally bound, you covenant, acknowledge and agree, on behalf of yourself and your minor child or children, as follows:

1. You understand the contagious nature of COVID-19 and (a) you voluntarily assume the risk that you and your children may be exposed to or infected by COVID-19 as a result of attending Young Israel; and (b) you confirm that you understand that such exposure or infection may result in personal injury, illness, permanent disability, and/or death to you and members of your family.

2. You understand that the risk of becoming exposed to or infected by COVID-19 at Young Israel may result from the actions, omissions, or negligence of yourself or others including, but not limited to, Young Israel employees, volunteers, and participants and their families. You voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to yourself, members of your family, and any other individuals with whom you ultimately contact--including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense, of any kind (collectively “Claims”)--that you, members of your family, and any other individuals with whom you ultimately have contact may experience or incur in connection with you and/or your children's attendance at Young Israel.

3. You release, covenant not to sue, discharge, and agree to hold harmless Young Israel, its employees, agents, officers, directors and other representatives, from and against all Claims, including all liabilities, claims, actions, damages, costs and expenses of any kind arising out of or relating thereto. You understand that this release includes any Claims based on the actions, omissions, or negligence of Young Israel, its employees, agents, officers, directors and representatives, or any other persons, whether a COVID-19 infection occurs before, during, or after participation in any of the Shul's programs.

By signing you confirm that you have read, understand and agree to all of the terms and provisions of this Agreement of Assumption of Risk, Hold Harmless and Waiver of Liability Relating to Coronavirus/COVID-19.

Signature of Member Waiving Rights

Printed Name and Address of Member Waiving Rights:
