



Congregation Shaare Emeth

Assumption of the Risk, Release and Waiver of Liability

Ready Carefully Before Signing

The novel corona virus, COVID-19 has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. You, the undersigned parent or guardian of the minor child or children named below, desire that your minor child or children participate in certain program activities offered by Congregation Shaare Emeth (the “**Congregation**”). The program activities of the Congregation include, but are not limited to, Camp Emeth, Shirlee Green Preschool, Religious School, Religious Services, and other activities (each an “**Activity**”). **THE CONGREGATION CANNOT AND DOES NOT GUARANTEE THAT YOU, YOUR SPOUSE AND/OR YOU MINOR CHILD OR OTHER MEMBERS OF YOUR FAMILY WILL NOT BECOME INFECTED WITH COVID-19 OR THAT YOUR MINOR CHILD MAY NOT SUFFER OTHER INJURIES IN CONNECTION WITH THE PARTICIPATION IN ANY ACTIVITIES OR THE USE OF THE CONGREGATION’S FACILITIES FOR ANY PURPOSE. YOU ACKNOWLEDGE THAT PARTICIPATION IN ANY SUCH ACTIVITIES OR USE OF THE CONGREGATION FACILITIES MAY INCREASE THE RISK OF INFECTION OR INJURY.**

By signing this agreement, I acknowledge that I am aware of the highly contagious nature of COVID-19 and the risk that I, my minor child, and my family, may be exposed to or infected by COVID-19 as a result of participation in any of the Activities. I am aware of the risk of incurring injuries as a result of participation in the Activities and that such exposure, infection, and/or participation may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 or otherwise injured in connection with participating in the Activities may result from the action, omissions, or negligence of myself and others, including but not limited to the Congregation’s employees, independent contractors, volunteers, and Activity participants and their families. I agree that this agreement applies to each minor child listed below, if more than one.

I understand that while the Congregation may have implemented certain measures to help reduce the risk of infection and injury, and I agree that the Congregation cannot and will not guarantee that I, my minor child, and/or my family will not become infected with COVID-19 or any other disease, or otherwise injured in connection with the Activities.

I VOLUNTARILY AGREE TO ASSUME ALL OF THE FOREGOING RISKS AND ACCEPT SOLE RESPONSIBILITY FOR ANY INJURY TO MYSELF AND/OR MY MINOR CHILD, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, DISABILITY, AND DEATH, ILLNESS, DAMAGE, LOSS, CLAIM, LIABILITY, OR EXPENSE, OF ANY KIND, THAT I, MY MINOR CHILD AND/OR HIS, HER OR OUR FAMILY MAY EXPERIENCE OR INCUR IN CONNECTION WITH PARTICIPATION IN THE ACTIVITIES. On my behalf, and on the behalf of my minor child and his, her and our family members, heirs, successors, and assigns, I hereby forever release, waive, covenant not to sue, discharge, and hold harmless the Congregation, its officers, trustees, employees, agents, contractors and representatives (the “Congregation Parties”), of and from all liabilities, claims, actions, damages, costs, or expenses of any kind arising out of or relating to my minor child’s participation in the Activities. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of any Congregation Parties, whether a COVID-19 or other infection occurs before, during, or after participation in an Activity.

I represent that my minor child has no medical or physical condition which would interfere with his or her safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.

I agree, for myself and my minor child, to comply with the rules and guidelines that have been or may be adopted by the Congregation relating to COVID-19 and with respects to any Activities.

Shirlee Green Preschool

I understand that this agreement releases the Congregation Parties from liability to the fullest extent that the law allows and that this agreement and the releases and waivers provided herein are intended to be interpreted as broadly as possible, including with respect to any negligence of any Congregation Parties.

By signing this document, I agree that if I and/or my minor child am exposed or infected by COVID-19 or otherwise injured during participation in an Activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claims for negligence.

I have had sufficient time to read this entire document, and should I choose to do so, consult with legal counsel prior to signing. Also, I understand that the Activities might not be made available to my minor child if I were to choose not to sign this agreement, and agree that the opportunity for my minor child to participate in return for the execution of the release is sufficient consideration for this agreement. I have read and understood this document and I agree to be bound by its terms.

From time to time, I may sign other releases concerning certain activities or events in connection with the Congregation which are intended to supplement this release and I may have signed a release prior to this release with the Congregation concerning certain activities or events. No prior or subsequent release that I sign in any way concerning the Congregation of any Activities shall amend, modify or revoke this agreement, unless its specifically states that it revokes this agreement.

I warrant and represent that I am the parent or legal guardian of my minor child. I acknowledge that this Assumption of Risk, Release and Waiver of Liability affects my legal rights and the legal rights of my minor child.

Name of Minor Child _____

Additional Minor Children (If applicable) _____

Parent (Guardian) _____ Print Name _____

Parent (Guardian) _____ Print Name _____

Address _____ City _____ State ____ Zip _____

Telephone _____ Date _____

**For divorced parents, each parent must sign*