



Assumption of the Risk and Waiver and Release of Liability Relating to Coronavirus/COVID-19

The World Health Organization has declared COVID-19 a worldwide pandemic. COVID-19 is known to be highly contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and health agencies recommend wearing a mask, physical distancing, and additional measures to limit the spread of COVID-19 and have continued to recommend limiting large gatherings.

Congregation Beth Israel, “CBI”, has put in place preventative measures to reduce the spread of COVID-19; however, given, among other things, the long incubation period of COVID-19 and the fact that many infected people are asymptomatic, CBI cannot guarantee that you or your family members will not become infected with COVID-19. Further, attending Services at CBI could increase your risk and your family’s risk of contracting COVID-19.

As used in this Agreement, “CBI”, includes Congregation Beth Israel, and all past, present, or future parent(s), subsidiaries, joint ventures, affiliated entities, related entities, successors in interest, predecessors in interest, insurers, and any current or former legal representatives, and other agents, directors, officers, or employees.

By signing this Agreement, I acknowledge and represent that I understand the contagious nature of COVID-19 and, on behalf of myself and my family and any personal representatives, heirs, assigns, and next of kin (hereinafter collectively “Participants”), I voluntarily assume all risks, known or unknown, that my child(ren), other family members, and I may be exposed to or infected by COVID-19 by attending Services at CBI, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I agree and represent that my/my family’s attendance at CBI is wholly voluntary. I understand that the risk of becoming exposed to or infected by COVID-19 at CBI may result from the actions, omissions, or negligence of myself and others, including, but not limited to, CBI employees, volunteers, and Service participants and their families.

IN CONSIDERATION for Participants to be permitted to attend and use the services and facilities of CBI, I acknowledge, agree, and represent, on behalf of Participants, that I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury or illness to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, lawsuits or expense, of any kind, that I, my child(ren), or other family members may experience or incur in connection with our attendance at Congregation Beth Israel (“Claims”).

On my behalf, and on behalf of Participants, I hereby release, covenant not to sue, discharge, and hold harmless CBI, its employees, agents, and representatives, of and from the



Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind, including attorneys' fees and costs, or any rights whatsoever, arising out of or relating in any way to my/our attendance at CBI. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of CBI, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any CBI Services. I understand and agree that this waiver and release is intended to release CBI from all claims, including negligence, to the fullest extent permitted by law.

I further agree to defend and indemnify CBI for all claims, damages, losses, or expenses, including attorneys' fees, if the suit is filed concerning an injury, illness, or death to me, my child(ren), or my household members resulting from my/our attendance at CBI Services.

I further agree to abide by the procedures established by CBI to protect its members, families, and staff, including but not limited to following the entrance and exit procedures, wearing a mask at all times, and maintaining physical distancing of at least six (6) feet. I further agree that I will not come to CBI if I or other family members have a fever, are showing signs of COVID-19, have tested positive for COVID-19, and will not return to CBI until after they have been cleared by a health care provider or completed the self-isolation recommendations from the Centers for Disease Control.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK AND WAIVER AND RELEASE OF LIABILITY AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO RECOVER FOR EXPOSURE TO COVID-19 AT CBI OR ANY ILLNESS, INJURY, OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO USE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS. I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MYSELF AND MY FAMILY AND I REPRESENT THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON THEIR BEHALF.

Signature of CBI Member

Date

Print Name of CBI Member

