



**Milton & Betty  
Katz JCC**

Harry and Jeanette Weinberg  
Jewish Community Campus  
501 N. Jerome Avenue  
Margate, NJ 08402  
609.822.1167  
jccatlantic.org

## Aquatics

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

Acknowledgment of Risk I, in my legal capacity as the parent/guardian of the minor named below, do hereby acknowledge and agree that participation in the Katz JCC Margate Sharks Swim Team comes with inherent risks.

The novel coronavirus, 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. The Jewish Community Center of Atlantic County (The Katz JCC) has put in place preventative measures to reduce the spread of COVID-19; however, The Katz JCC cannot guarantee that you will not become infected with COVID-19. Further, participation could increase your risk of contracting COVID-19.

#### **READ CAREFULLY BEFORE SIGNING**

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by participation; and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at The Katz JCC may result from the actions, omissions, or negligence of myself and others, including, but not limited to, The J's employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself and as the parent/guardian of the minor enrolled in the Katz JCC Margate Sharks Swim Team (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with Covid-19 and with my participation at The Katz JCC. On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless The J, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of The Katz JCC, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after attendance.

In the event that I file a lawsuit, I agree to do so in the state where The Katz J is located, and I further agree that the substantive law of that state shall apply. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I agree that if I am exposed or infected by COVID-19 during my participation in this 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 claim for negligence.

I have read and understood this document and I agree to be bound by its terms. If I have signed a separate general waiver of liability connected to my participation at The Katz JCC, I agree that the terms of that waiver are wholly incorporated into this document and that the terms of this document are incorporated into the separate general waiver.

In consideration of \_\_\_\_\_ (PRINT minor's names) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releases from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor related to Covid-19.

#### **Terms & Conditions Payment and Cancellation Policy:**

- In the event of program cancellation or delayed start due to COVID-19, a credit will be applied to your JCC account.
- In the event you pull your swimmer from swim team, without the cancellation of swim team, you will not be provided a refund.
- In the event that you travel from NJ, to a Hot Spot, your swimmer will be required to quarantine for 14-days.
- Children that are asked to isolate due to COVID-19 exposure are eligible for a prorated refund of the days they are unable to attend.
- If a swimmer or member of the swimmer's household test positive for Covid-19, we ask that you notify the Katz JCC immediately.

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