

Weinstein JCC Minor Participant Waiver, Release, Indemnification of All Claims & Covenant Not to Sue

NOTICE: THIS IS A LEAGALLY BINDING AGREEMENT. Read this document carefully and in its entirety. By signing this agreement, you give up your right and the named minor's right to bring a court action or recover compensation or obtain any other remedy for any personal injury or property damage however caused arising out of the named minor's participation in Weinstein JCC programs, now or anytime in the future.

Acknowledgment of Risk

I, in my legal capacity as parent/guardian of the minor named below, do hereby acknowledge and agree that use of the facilities/equipment and/or participation in activities or programs at the Weinstein JCC comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with use of the facilities/equipment and/or participation in activities or programs at the Weinstein JCC, 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 use of the facilities/equipment or participation in activities or programs at the Weinstein JCC 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. Federal and state authorities recommend social distancing as a means to prevent the spread of the virus. COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Participating in [insert organization] programs or accessing [insert organization] facilities could increase the risk of contracting COVID-19. The Weinstein JCC in no way warrants that COVID-19 infection will not occur through participation in JCC programs or accessing JCC facilities. I agree that I have full knowledge of the extent and nature of the risks inherent in use of the facilities/equipment or participation in activities at the Weinstein JCC.

Waiver, Release, Indemnification & Covenant Not to Sue

In consideration of being permitted to use the facilities/equipment or participate in activities or programs at the Weinstein JCC, I the parent/guardian of the minor below, agree to release, to the fullest extent permitted by law, and HEREBY DO RELEASE the Weinstein JCC, its Board of Directors, officers, employees, volunteers, representatives and insurers ("Releasees") from any and all liability for any and all causes of action, claims, or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I, the named minor, my heirs, representatives, executors, administrators and assigns may have, now or in the future, for any and all illness and injury including death and loss or damage to property, arising out of or in any way related to the use of Weinstein JCC facilities/equipment or participation in Weinstein JCC activities or programs whether that participation is supervised or

unsupervised, however the injury or damage occurs, including, but not limited to the negligence of Releasees.

In consideration of the named minor's participation in Weinstein JCC activities or programs, I the undersigned parent/guardian of the named minor, agree to INDEMNIFY AND HOLD HARMLESS the 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 the named minor's use of the facilities/equipment and/or participation in activities or programs at the Weinstein JCC.

I hereby certify that on behalf of myself and the named minor, that I have full knowledge of the nature and extent of the risks inherent in Weinstein JCC activities or programs and/or use of facilities/equipment, and that I, on behalf of myself and the named minor, HEREBY RELEASE Releasees of all liability for such loss, damage, or death. I further certify that the named minor is in good health and has no conditions or impairments which would preclude his/her safe participation in Weinstein JCC activities or programs or use of the facilities/equipment. I 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.

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Date
Parent/Guardian Name (Print Clearly)