

SOUTHEAST CENTER FOR JUDAISM, INC.

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. _____ (“Participants”) and Participants’ parent(s)/legal guardian(s) _____ (“Parents”) desire Participants to participate in

Splash into Shabbat Program on Friday, June 10, 2022, offered by Southeast Center For Judaism, Inc., d/b/a Jewish Outreach Initiative (“JOI”) referred to hereafter as “The Organization.”

2. In consideration for permission to participate in Splash into Shabbat Program, Parents, for themselves and on behalf of their respective heirs and personal representatives, hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE The Organization, the Board of Directors of The Organization, and their respective officers, agents, or employees (collectively “Releasees”) from or for any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by Participants, or to any property belonging to Participants, while participating in such activity, while in, on or upon the premises where the activities are being conducted, regardless of whether such loss is caused by the negligence of the releasees, or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law.

Individuals are fully aware of the risks and hazards connected with the activities, as well as activities ancillary or related thereto, and Individuals recognize and acknowledge that such activities include the risk of injury and even death. Individuals hereby voluntarily authorize and agree to permit Participants to take part in said activities, knowing that the activities may be hazardous to Participants’s property and Participants. Individuals understand that The Organization does not require Participants to participate in this activity. Individuals voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death, that may be sustained by Participants, or any loss or damage to property owned by Participants, as a result of being engaged in such activities, whether caused in whole or in part by the negligence of releasees or otherwise, to the fullest extent allowed by law.

3. I understand, covenant and agree and do hereby waive any and all claims against The Organization, it employees, officers, directors and/or members for any potential or actual exposure to the COVID-19 virus and I knowingly assume all risk of any type for COVID-19 exposure and resulting symptoms associated with the participation at in-person programming. I understand there is a constant present and active risk that I or whomever else participates may be exposed to the COVID-19 Virus and I voluntarily assume this risk, waive any and all claims covenant and agree not to sue and/or to enforce a judgment against The Organization its officers, directors and members. In reliance to the covenants and agreements, The Organization will allow you the participation at in-person programming in accordance with its rules, regulations and schedules. I agree to each statement above and fully and completely assume any and all risks of any and all types during my participation at in-person programming.

4. Individuals further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the Releasees from any loss, liability, damage, or costs, including court costs and attorneys' fees that Releasees may incur due to Participants’s participation in said activities, whether caused in whole or in part by the negligence of releasees or otherwise, to the fullest extent allowed by law.

5. Individuals further hereby grant The Organization and authorized representatives permission to record electronically or on photography film and/or video, pictures of their participation and the participation of their children. Individuals further hereby agree that any or all of the material photographed may be used, in any form, as part of any future publications, social media, brochure, website or other materials used to promote The Organization, and further that such use shall be without payment of fees, royalties, special credit or other compensation.

6. Individuals expressly intend this Waiver of Liability and Hold Harmless Agreement to bind all members of their family, if Participants is alive, and Participants’s heirs, assigns and personal representatives, if Participants is deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the Releasees. Individuals hereby agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the internal laws of the State of Colorado without reference to such state’s conflict of laws rules and that any mediation, suit, or other proceeding must be filed or entered into only in Colorado and the state courts of Colorado or United States courts sitting in Colorado . Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

This agreement will stay in full force and effect until withdrawn by The Organization. This agreement is binding on the acknowledging Party, his/her heirs, assigns and successors according to the laws of the State of Colorado.

IN SIGNING THIS AGREEMENT, PARENTS ACKNOWLEDGE AND REPRESENT THAT Parents have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as their free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; each Parent is at least eighteen (18) years of age and fully competent; and each Parent executes this Agreement for full, adequate and complete consideration fully intending to be bound by same.

Dated: Friday, June 10, 2022

Name of Participants(s): _____

Name(s) of Participants’s Parent(s)/Guardian(s): _____

PARENT/GUARDIAN SIGNATURE
