

## **RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

### **Valid for 1 year from signature date**

THIS IS YOUR RELEASE OF LIABILITY, ASSUMPTION OF RISK AND PUBLICITY RIGHTS AGREEMENT (this "Release"). All persons accessing the Boulder Jewish Community Center's (BJCC) site or participating in any BJCC programs must sign this Release (including minor participants 14 years of age or older). For participants and visitors under 18 yrs. of age, one of the parents or legal guardians of the participant or visitor (referred to in this Document as "parent") must also sign. This is important to you and any minor children, so do not sign until you have had your questions answered. You provide this Release freely, and without duress under the following terms:

I, the undersigned, individually, and on behalf of any minor child listed in my account, release BJCC, its officers, directors, board members, managers, employees, volunteers, agents, lessors, independent contractors, other participants and/or others acting on its behalf, and all affiliated persons or entities (individually and collectively referred to in this Release as "BJCC Parties") in accordance with the terms below. I (participant and/or parent of a minor participant, paid staff, volunteer, independent contractor or visitor and/or parent of a minor visitor) agree that this Release is effective immediately.

Participating in BJCC educational, instructional, agricultural, recreational, and/or adventure activities includes risks. I acknowledge that the inherent and other risks, hazards and dangers (collectively referred to in this document as "risks") of these activities, whether known or unknown, can cause injury, damage, death or other loss to participant or others. I further acknowledge there are a number of inherent and other risks associated with these activities arising from, or in connection with the COVID-19 virus public health situation ("COVID-19"), including, without limitation, being exposed to and contracting COVID-19 from other individuals, surfaces and/or airborne particles, and that the undersigned's involvement in any such activities could result in serious medical symptoms requiring medical treatment in a hospital or even death. For purposes of this Release, the term "risks" shall expressly include all risks arising from, or in connection with, COVID-19.

IN CONSIDERATION OF BEING PERMITTED TO ENTER THE BJCC SITE FOR ANY PURPOSE, INCLUDING BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY PROGRAM AFFILIATED WITH BJCC, WITHOUT RESPECT TO LOCATION, TOGETHER WITH OTHER VALUABLE CONSIDERATION, THE RECEIPT AND ADEQUACY OF WHICH IS HEREBY ACKNOWLEDGED, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES AND DISCHARGES THE BJCC PARTIES (in such capacity, the "Releasees") FROM, AND COVENANTS NOT TO SUE, THE RELEASEES, OR ANY OF THEM, FOR OR IN RESPECT OF, any liability to the undersigned, and the undersigned's personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefor (including attorneys' fees and costs) on account of injury to the person or property or resulting in death of the undersigned, whether caused by the NEGLIGENCE of the Releasees or otherwise while the undersigned is in, upon, or about the premises or any facilities or equipment therein, or participating in any program affiliated with BJCC, without respect to location.

2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS the Releasees and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned, or listed minor children in, upon, or about the BJCC premises or in any way observing or using any facilities or equipment of BJCC or participating in any program affiliated with BJCC whether caused by the NEGLIGENCE of the Releasees or otherwise.

3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE whether arising out of or in connection with any risks (inclusive of COVID-19) or due to NEGLIGENCE of the



Releasees or otherwise while in, about, or upon the premises of BJCC and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with BJCC.

The foregoing paragraphs 1, 2, and 3 of this Release do not apply to any loss or damage, or to any claim or demands therefore (including attorneys' fees and costs), on account of injury to the person or property or resulting in death of the undersigned, to the extent proximately caused by the GROSS NEGLIGENCE, or the WILLFUL MISCONDUCT of the Releasees.

The undersigned represents that he or she is in good health and proper physical condition to safely participate in the activities for which this Release applies. The undersigned acknowledges that (i) it is in their sole responsibility to make such determination and that the undersigned is responsible for their own well-being at all times while participating in the activities for which this Release applies, (ii) to help reduce the spread of COVID-19 and to protect individuals at the BJCC site, the BJCC encourages all individuals to adhere to all safety and health guidelines for the prevention of COVID-19, including those issued by the Colorado Department of Public Health and Environment, the Occupational Safety and Health Administration and the Centers for Disease Control and Prevention, (iii) all persons should engage in frequent hand washing using soap and water for at least twenty seconds (or, if soap is not available, use an alcohol-based hand sanitizer), sanitize surfaces and objects frequently used, wear personal protective equipment such as face masks and gloves, and follow any and all other preventive measures recommended by applicable authorities, and (iv) notwithstanding the foregoing, the above guidelines do not completely eliminate one's exposure to COVID-19 and, should the undersigned, or anyone for whom the undersigned is responsible, experience any COVID-19 related symptoms (such as fever, cough, body aches, or shortness of breath), the undersigned is advised to follow the advice of their healthcare provider, clinic, or hospital. The undersigned further acknowledges that neither the BJCC nor any Releasee makes any representation or warranty, either express or implied, that COVID-19 infection will not occur through participation in BJCC programs or through accessing the BJCC premises

I, the undersigned, also grant to the Releasees the right to photograph and/or videotape me and to display, exhibit, use and/or otherwise exploit my name (first name only), face, image, likeness, voice, and appearance forever and throughout the world, in all types of media, whether now known or hereafter created, including, without limitation, in online webcasts, blogs, websites, television, motion pictures, films, newspapers, and magazines, and in all forms, including, without limitation, digitized images, whether for advertising, publicity, or promotional purposes, without compensation or other remuneration, reservation or limitation ("Publicity Rights") in order to promote the nonprofit mission and objectives of the BJCC. The Releasees are, however, under no obligation to exercise any Publicity Rights.

THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of Colorado without regard to its conflict of laws rules and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. THE UNDERSIGNED further expressly agrees that any mediation, suit or other proceeding must be filed or entered into only in Boulder County, Colorado. I will attempt to settle any dispute (not settled by discussion) through mediation before a mutually acceptable Colorado mediator.

I authorize BJCC staff, volunteers or other medical personnel to obtain or provide medical care for participant, to transport participant to a medical facility, and to provide treatment they consider necessary for participant's health. I agree to pay all costs associated with that care and transportation.

All of the recitals to this Release are incorporated into and shall constitute a part of this Release as though set forth at length herein.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

(Signatures appear on following page)



I have carefully read the foregoing and fully understand its terms. I attest that I am 18 years of age or older (or, if not, that my parent or legal guardian has agreed to the foregoing and signed below). I understand that I am giving up substantial rights, including my right to sue Releasees for injuries resulting from the risks and from the ordinary negligence of Releasees. I acknowledge that I am signing this agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability to the greatest extent permitted by law.

**FOR PARENTS/GUARDIANS OF PARTICIPANTS OR VISITORS OF MINORITY AGE  
(UNDER AGE 18 AT TIME OF REGISTRATION)**

This is to certify that I/we, as parents/guardians with legal responsibility for the below listed participant(s) or visitor(s), do consent and agree to his/her release, as provided above, of all the Releases, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releases from any and all liabilities incident to my minor child's involvement or participation in these programs or presence on BJCC's site as provided above, even if arising from their NEGLIGENCE, to the fullest extent permitted by law. I have instructed the minor participant(s) as to the above warnings and conditions and their ramifications. If this waiver is executed by electronic means, the parent, guardian or participant executing the same agrees with BJCC that by clicking "I agree" on the online application, this waiver shall be deemed to be an original waiver of the parent, guardian or participant for all purposes.

\_\_\_\_\_  
Child's Name (Please Print)

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Child's Name (Please Print)

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Child's Name (Please Print)

\_\_\_\_\_  
Date of Birth

**AGREED TO AND ACCEPTED:**

\_\_\_\_\_  
Individual or Parent and/or Legal Guardian Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Individual or Parent and/or Legal Guardian Printed Name

\_\_\_\_\_  
Date