



LEVINE JCC

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

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

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 Levine JCC programs and services activities comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with Levine JCC programs and services participation, 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 Levine JCC programs and services participation 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 mean to prevent the spread of the virus. **COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Participating in Levine JCC programs or accessing Levine JCC and/or Foundation of Shalom Park facilities could increase the risk of contracting**

initial

COVID-19. Levine JCC and/or Foundation of Shalom Park in no way warrants that COVID-19 infection will not occur through participation in Levine JCC programs of accessing Levine JCC and/or Foundation of Shalom Park facilities.

Waiver, Release, Indemnification & Covenant Not to Sue

In consideration of _____'s participation in Levine JCC and / or Foundation of Shalom Park programs and services, I _____ the parent / guardian of the minor named above, agree to release and on behalf of myself, my heirs, representatives, executors, administrators, and assigns, HEREBY DO RELEASE Levine JCC and/or Foundation of Shalom Park, its officers, directors, employees, volunteers, agents, representatives and insurers ("Releasees") from any causes of action, claims, or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I, my heirs, representatives, executors, administrators and assigns may have, now or in the future, against Levine JCC and/or Foundation of Shalom Park on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to the use of Levine JCC and/or Foundation of Shalom Park facilities/equipment or participation in Levine JCC 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 for being permitted to utilize the facilities, services, and programs of the Levine Jewish Community Center (LJCC) for any purpose, including but not limited to observation or use of facilities or equipment, or participation in any program affiliated with the LJCC, without respect to location, the undersigned, for himself or herself and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has, or immediately upon entering or participating will inspect and carefully consider such premises and facilities or the affiliated program.

It is further warranted that such entry into the LJCC for observation or use of any facilities or equipment or participation in such affiliated program constitutes an acknowledgement that such premises and all facilities and equipment thereon and such affiliated programs have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use, or participation.

I hereby give permission for myself, any member on this unit or our guests to be photographed or recorded and for the photos, videos, or quotes to be used in educational and/or promotional materials that include and are not limited to the internet, produced by Levine JCC or their agents. Further I understand that there will be no compensation for the use of these photos, videos or quotes.

Members, Guests, Program Participants, or Volunteers who engage in conduct deemed to be disruptive, disorderly, illegal, or not in the best interests of the Levine JCC or who fail to abide by the rules and regulations set forth by the Levine JCC will have their membership, guest privileges, and /or volunteer position suspended and / or terminated. Levine JCC members whose guests engage in the aforementioned behavior will be subject to suspension and/or termination due to the actions of their guest(s).

In consideration of my participation in Levine JCC programs and services, I, the undersigned Participant, agree to INDEMNIFY AND HOLD HARMLESS 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 my Levine JCC programs and services participation.



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IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE LJCC FOR ANY PURPOSE, INCLUDING BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY PROGRAM AFFILIATED WITH THE LJCC, WITHOUT RESPECT TO LOCATION, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

- 1) THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the LJCC, its directors, officers, employees, and agents (hereinafter referred to as "releasees") from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore 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 the LJCC, without respect to location.
- 2) THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE 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 in, upon, or about the LJCC premises or in any way observing or using any facilities or equipment of the LJCC or participating in any program affiliated with the LJCC 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 due to negligence of releasees or otherwise while in, about, or upon the premises of the LJCC and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the LJCC.

THE UNDERSIGNED further expressly agrees that the forgoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of North Carolina and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

initial

FOR VOLUNTEERS: I hereby acknowledge and understand that LJCC volunteers are NOT covered by NC General Statutes §97, the North Carolina Workers' Compensation Act, or any other insurance policy for any damages or injuries sustained during my child's volunteer services.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in Levine JCC programs and services participation and that I am voluntarily assuming said risks. I understand that I will be solely responsible for any loss or damage, including personal injury, property damage, or death I sustain while participating in Levine JCC programs and services and that by signing this agreement I HEREBY RELEASE Releasees of all liability for such loss, damage, or death. I further certify that I am in good health and that I have no conditions or impairments which would preclude my safe participation in Levine JCC programs and services.

I further certify that my date of birth is _____ (MM/DD/YYYY), that my present age is _____, that I am therefore of lawful age and otherwise legally competent to sign this agreement. I further 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.

Phone Number _____ Cell Home Work

Email _____

Address _____

City _____ State _____ Zip _____

Name of minor _____ Minor's Date of Birth (MM/DD/YYYY) _____

This instrument is duly executed this _____ day of _____, in the year _____.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, & further agrees that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

Signature _____

Name _____

For Staff Use: Member Non-member Program Participant/Companion Guest Nanny Volunteer