

JEWISH COMMUNITY CENTER MEMBER RELEASE

In consideration of being permitted to use the equipment and facilities and to participate in the programs and activities of **Jewish Community Center (“JCC”)**, the undersigned member (“Member”) agrees that:

Injury Release and Indemnification

1. Member recognizes that membership in JCC, use of JCC property and facilities and participation in JCC programs and activities necessarily involve risks of physical and emotional injuries and damages including but not limited to injuries, damages or losses relating to or resulting from slips, falls, collisions, car accidents, drowning, trauma, infection, health failure, and/or other mishaps. Possible injuries to Member can include death, personal injury, sickness or disease, property damages, loss of service and other injuries and damages.
2. Member recognizes that Corona Virus or COVID-19, is an **extremely contagious** virus that spreads easily through airborne and droplet transmission and person-to-person contact and may be transmitted by individuals having no apparent symptoms of infection. 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 JCC programs or activities or accessing JCC property and facilities could increase the risk of contracting COVID-19.**

Member agrees to comply with the rules and guidelines (“Guidelines”) adopted by the JCC relating to COVID-19 while using the JCC property and facilities and participating in JCC programs and activities. A copy of the Guidelines is attached hereto.

3. Member assumes full responsibility for any injuries, damages or losses which may occur to Member. Member agrees that JCC and its directors, trustees, officers, agents, employees, representatives, volunteers, students and assigns (collectively referred to as the “JCC Parties” in this and the following paragraphs of this Release) shall not be liable for any damages arising from any physical and emotional injuries, sickness and/or disease that Member may sustain in connection with Member's membership in JCC, Member's use of JCC property or facilities and Member's participation in JCC Programs and activities whether occurring on or about the premises of JCC campuses or occurring adjacent or outside of the property to the extent that this Release provides for the release of such liability.
4. **Member hereby fully and forever RELEASES, WAIVES AND COVENANTS NOT TO SUE and hereby agrees to indemnify and hold harmless the JCC Parties from any and all present and future claims, demands, damages, rights of action or causes of action (collectively “Claims”) arising out of, resulting from, or connected in any way with Member's membership at JCC, Member's use of JCC's property and facilities or Member's preparation for and/or participation in JCC (and JCC sponsored) programs and activities, whether known or unknown, anticipated or unanticipated, and specifically including, but not limited to, any Claims arising out of or resulting from any of the JCC Parties' negligence or fault provided that this Release shall in no way affect any claims which Member cannot legally waive, such as reckless acts, or intentional acts of the JCC parties.**
5. **Member understands that Member is releasing the JCC Parties from liability to the full extent that the law allows and that THIS RELEASE OF LIABILITY IS INTENDED TO BE AS**

BROAD AS LEGALLY POSSIBLE, not only from any risk inherently associated with participation in JCC activities, but also any enhanced exposure to injury occasioned by any carelessness, negligence or fault of JCC Parties or anyone acting on JCC Parties' behalf, including any and all liability for damage and injury or death to Member or to any person or property to the full extent that the law allows, and Member accepts the terms of this Release as a condition of Member being permitted to use the property and facilities of the JCC and to participate in the JCC programs and activities.

RELEASE FOR PERSONAL PROPERTY

Member acknowledges and agrees that JCC and its agents, employees, representatives, volunteers and assigns (collectively referred to as "JCC Parties" in this paragraph of this Release) shall not be liable for any loss or theft of personal property and Member releases the JCC Parties for any liability for loss or theft of any personal property in connection with Member's membership in the JCC, use of JCC property and facilities and Member's participation in any JCC activity.

CONSENT TO MEDICAL TREATMENT

JCC has Member's permission to have a physician treat Member if needed during Member's participation in any JCC activity or while on JCC Property. Member hereby consents to any first aid, medication, medical treatment or surgery deemed necessary and Member releases JCC Parties from all claims for injuries or damages incurred by Member in connection with the delivery of such care in good faith. The terms of this Release are also a condition of being permitted to use the property and facilities of JCC and to participate in the programs and activities of JCC, programs and activities sponsored by JCC and programs and activities occurring at JCC.

PUBLICITY CONSENT

Member authorizes and permits the JCC to use or publish Member's likeness in any form. Member waives any right to inspection and waives any compensation.

OTHER RELEASES

From time to time, Member may sign other releases concerning certain activities or events at JCC which are intended to supplement this Release and Member may have signed a release prior to this release with JCC concerning certain activities or events. No prior or subsequent release that Member signs in any way concerning JCC shall amend, modify or revoke this Release unless it specifically states that it revokes this Release.

ADDITIONAL RELEASE AND INDEMNIFICATION FOR CHILDREN OR MINORS
(Must be completed for Member's children or other minors under the age of 18)

In consideration of the following Minor(s) of whom I am the Parent or Guardian being permitted by JCC to participate in its activities and to use its equipment and facilities, I further agree to release, indemnify and hold harmless JCC and Jewish Federation from any and all claims which are brought by, or on behalf of Minor(s) or any of them and which are in any way connected with the such use or participation by Minor(s) or any of them.

Minor Name(s) (Please Print)

THIS DOCUMENT AFFECTS MY LEGAL RIGHTS AND CONTAINS RELEASES OF LIABILITY.

I HAVE READ AND UNDERSTAND WHAT I AM SIGNING. I AGREE TO THE TERMS ABOVE, INCLUDING, BUT NOT LIMITED TO, THE INJURY RELEASE AND INDEMNIFICATION, AND I HAVE RECEIVED A COMPLETE COPY OF MY MEMBER RELEASE AGREEMENT

Member Name (Print)

Member Signature

Date
