

**Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. CAMP KESSER MALKA (CKM) has put in place preventative measures to reduce the spread of COVID-19; however, CAMP KESSER MALKA **cannot guarantee that your child will not become infected with COVID-19**. Further, participation could increase your child's risk of contracting COVID-19.

**READ CAREFULLY BEFORE SIGNING – INITIAL EACH PARAGRAPH**

\_\_\_\_\_ By signing this agreement, I **acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by attending CAMP KESSER MALKA; and that such exposure or infection may result in personal injury, illness, permanent disability, and death to myself and, by extension, to of my contacts, including, but not limited to, myself and (other) members of my immediate and extended family, friends, acquaintances and other individuals with whom I may come into contact, whether directly or indirectly (collectively referred to as "my Contacts")**. I understand that the risk of becoming exposed to or infected by COVID-19 at CAMP KESSER MALKA, may result from the actions, omissions, or negligence of myself and others, including, but not limited to, CAMP KESSER MALKA'S employees, volunteers, and program participants and their families.

\_\_\_\_\_ I **voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself or my Contacts (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my Contacts may experience or incur in connection with my participation at CAMP KESSER MALKA**. I hereby release, covenant not to sue, discharge, and hold harmless CAMP KESSER MALKA, its officers, directors employees, agents, and representatives (collectively the "Releasees"), of and from any and all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of CAMP KESSER MALKA, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation at CAMP KESSER MALKA

\_\_\_\_\_ **By signing this document, I agree that if myself or my Contacts is exposed or infected by COVID-19 during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.**

\_\_\_\_\_ I **have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing**. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. I **have read and understood this document and I agree to be bound by its terms**.

\_\_\_\_\_ **I agree that my I will practice safe social distancing and proper hygiene during my participation at CAMP KESSER MALKA**.

\_\_\_\_\_ I agree that any and all disputes, claims or causes of action relating to or arising under this agreement shall be submitted for binding arbitration before the Beth Din of America, whose decision shall be valid and binding upon all parties and not subject to appeal.

Name: \_\_\_\_\_ -

Date: \_\_\_\_\_