

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 my child 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 my child and, by extension, to her contacts, including, but not limited to, myself and (other) members of her immediate and extended family, friends, acquaintances and other individuals with whom she may come into contact, whether directly or indirectly (collectively referred to as "her 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 my child or her Contacts (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that my child or her Contacts may experience or incur in connection with her participation at CAMP KESSER MALKA.** On my child's behalf, 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 my child or her Contacts is exposed or infected by COVID-19 during her participation in this activity, then she may be found by a court of law to have waived her 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 child will practice safe social distancing and proper hygiene during her 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.

_____ I agree that the deposit in the amount of \$600 shall be deemed fully earned and non-refundable in all instances. The balance of the tuition shall be non-refundable, except in the event that either (a) Camp Kesser Malka is required to permanently cease operations for the session pursuant to the rules, regulations or directives of any Federal, State or local government or government agency, which directive is effective on or before July 12, 2020; or (b) your daughter is required by law or pursuant to the written directive of her regular physician, to be quarantined on or before July 12, 2020 as a direct result of exposure to COVID-19 that occurs in Camp Kesser Malka.

In consideration of (PRINT camper's names) _____ being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent or Guardian Signature	Print Name	Date
Child	Print Name	Date
Child	Print Name	Date
Child	Print Name	Date