

**WAIVER, RELEASE, COVENANT NOT TO SUE, AND INDEMNITY AGREEMENT**  
**(Rev. 8.3.21)**

To induce South Huntington Jewish Center, Inc. (the "Congregation") to permit me, my spouse/partner and my/our minor child(ren) identified below to attend in-person religious services or other programming at the synagogue located at 2600 New York Avenue, Melville New York 11747 (the "Synagogue"), I hereby represent, warrant, acknowledge and agree to the following:

1. I am executing (signing) this Waiver, Release Covenant Not To Sue and Indemnity Agreement on my own behalf and as agent for and on behalf of my spouse/partner and any minor child(ren) of mine/ours identified below, **with full authority to bind my spouse/partner and my/our minor children identified below.**

2. I/We have been advised and understand that attending in-person religious services or other programming exposes me/us and our minor child(ren) identified below to a risk of serious illness or death from Coronavirus (Covid-19), or complications thereof. **(This means that if I/We and/or our minor child(ren) identified below attend services or synagogue programs, I/We understand that I/We/They may be exposed to Coronavirus and become seriously ill or die.)**

3. I/We understand and agree that in the event I/We choose to attend in-person religious services or other programming, and/or permit our minor child(ren) to do so, **I/We/They must follow all rules of conduct established by either or both (a) governmental authorities, and/or (b) the Congregation, including but not limited to any rules appended hereto, and any rules set forth on signage posted at the Synagogue, or separately provided in writing.** I/We further understand and agree that such rules may be modified, amended, or changed from time-to-time, and that I/We am agreeing, for myself/ourselves and our minor child(ren) identified below, to obey the rules as in effect on the date(s) of my attendance.

4. **I/We, on my/our own behalf and on behalf of my/our minor child(ren) identified below, hereby jointly and severally release and agree to waive, and covenant not to sue the Congregation, or any officer, director, trustee, employee, agent, servant, or volunteer of the Congregation, on account of any claim or cause of action arising out of my/our and/or our minor child(ren)'s attendance at any such religious services or programming, attributable to Coronavirus (Covid-19), or complications thereof, regardless of the theory of law upon which such claim is predicated. The foregoing shall be given the broadest possible interpretation and construction in favor of the Congregation. (This means that if I/We and/or my/our minor child(ren) get sick or die from a Covid-19 related illness as a result of attending, or anyone else attending religious services or programming during the Pandemic, I/We/They cannot sue the Congregation (or anyone affiliated with it) for damages.)**

5. **I/We, on my/our own behalf and on behalf of my/our minor child(ren) identified below, hereby jointly and severally agree to indemnify, defend and hold the Congregation, and its officers, directors, trustees, employees, agents, servants and volunteers, free and harmless from and against any and all damages, losses and expenses (including but not limited to legal fees and expenses) incurred in defending any claim or cause of action} which I/We/They have released, waived and covenanted not to sue on, pursuant to paragraph 4 above, including both claims on my/our behalf, or on behalf of my/our child(ren), and claims asserted by or on behalf of any other person arising out of or in connection with my/our/his/her/their attendance at any such religious services or programming, regardless of the theory of law upon which such claim is predicated. The foregoing shall be given the broadest possible interpretation and construction in favor of the Congregation. (This means that if I/We/He/Her/They or anyone else make(s) a claim or bring(s) a lawsuit based on either a claim that I/We/He/She/They have waived in para. 4 or based on my/our attending services, I/We/He/She/They will be responsible for paying all of the costs incurred by the Congregation (and anyone affiliated with it) in defending against such a claim or lawsuit.)**

6. This Waiver, Release, Covenant Not To Sue, and Indemnity Agreement shall be binding upon me/us and our minor child(ren) identified below, and my/our/his/her successors-in-interest, including but not limited to my/our/his/her/their Estate(s), personal representatives and heirs. **(This means that if I/We or my/our child(ren) die as a result of attending services, my/our/his/her/their estate/heirs will have to pay for anything that I/We/He/She/They would have been responsible for paying for pursuant to this Agreement, had I/We/He/She/They lived.)**

**[Continued On Reverse Side]**

7. This Waiver, Release, Covenant Not To Sue, and Indemnity Agreement may not be amended, modified or changed except in a writing signed by the parties hereto, and there shall be no oral or implied waivers hereof. To be effective, any waiver must be set forth in a writing signed by the party to be charged. **(This means that any changes to this Agreement have to be in writing.)**

8. Unless the term hereof is extended in writing, this Waiver, Release, Covenant Not To Sue, and Indemnity Agreement shall expire on, and be null, void and of no further force or effect, as of the day prior to the date which is one year after the execution date set forth below. **(This means that this agreement expires on the 364th day after it was signed.)**

**WHEREFORE**, I have executed this Waiver, Release, Covenant Not To Sue, and Indemnity Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2021, on my own behalf and on behalf of any spouse/partner and minor child(ren) of mine identified below.

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

**On behalf of:**

Printed Name: \_\_\_\_\_  
Spouse/Partner

Printed Name: \_\_\_\_\_  
Minor Child

Printed Name: \_\_\_\_\_  
Minor Child

Printed Name: \_\_\_\_\_  
Minor Child

**WITNESS:**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**ACCEPTED:**

**SOUTH HUNTINGTON JEWISH CENTER, INC.**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_