



# Waiver and Release and Indemnification

Participation in Mandel Jewish Community Center of Cleveland ("Mandel JCC") clubs, classes, teams, athletic events and leagues, trips, camps, and special events, and entering upon and/or use of Mandel JCC facilities, including recreational facilities, equipment, services and activities (including, fitness programs offered via the internet or otherwise off-site ("Remote Programs")), involve a risk of injury. The undersigned member or person who is entering or being permitted to enter upon, participate in and/or use the Mandel JCC facilities, equipment, services, activities and/or Remote Programs (the "Participant"), enters into this Waiver and Release for Participant and for any and all of Participant's guests and/or any of Participant's minor children who Participant permits to use the Mandel JCC facilities, equipment, services, activities and/or Remote Programs with or without supervision.

In consideration of being permitted to enter upon, participate in and use the facilities, equipment, services and activities, including Remote Programs, of or offered by the Mandel JCC and/or Active Wellness LLC, and/or by their respective agents, owners, directors, officers, employees, partners, independent contractors, volunteers, and all other persons acting in any capacity on their behalf (collectively, the "Mandel JCC Parties"), I, on behalf of myself, my guests, children, heirs, executors, administrators, successors and assigns, hereby:

1. Acknowledge, understand and appreciate that my entry upon and/or use of the facilities, equipment, services and activities, including Remote Programs, of or offered by any of the Mandel JCC Parties entails significant risks, both known and unknown, including, without limitation, the possibility of physical or emotional injury, exposure to and the risk of contracting infectious diseases, whether viral or bacterial and including but not limited to COVID-19, paralysis, death, other serious or catastrophic personal injuries to myself, my guests and/or my children, and loss or damage to personal property.
2. Expressly agree and promise to accept and assume all of the foregoing and other risks, both known or unknown, that may arise as a result of my, my guests' and my children's entry upon, participation in and/or use of the facilities, equipment, services and activities, including Remote Programs, of or offered by any of the Mandel JCC Parties, whether such risks are caused or alleged to be caused by the negligent (actively or passively) acts or omissions of any of the Mandel JCC Parties. I hereby confirm that I, my guests and my children, are voluntarily entering upon, participating in and using the facilities, equipment, services and activities, including Remote Programs, of or offered by any of the Mandel JCC Parties, and that I, my guests and my children are electing to take such voluntary actions in spite of the risks. I, my guests and my children acknowledge and agree that we are solely responsible for our safety and responsible entry upon, participation in, and use of the facilities, equipment, services and activities, including Remote Programs, of or offered by any of the Mandel JCC Parties, whether or not supervised by any of the Mandel JCC Parties.

3. Expressly and voluntarily release and forever discharge each of the Mandel JCC Parties from any and all claims, demands, causes of action or liability for any loss, damages, injuries or death that I, my guests and/or my children may suffer as a result of any of our entry upon, participation in or use of the facilities, equipment, services or activities, including Remote Programs, of or offered by any of the Mandel JCC Parties, including any of our exposure to and the risk of contracting infectious diseases, whether viral or bacterial and including but not limited to COVID-19, and whether the same arises out of or results from any act, omission or conduct of one or more of the Mandel JCC Parties, negligent (actively or passively) or otherwise.

4. Expressly agree to hold harmless, indemnify and defend each of the Mandel JCC Parties (with attorneys of each of the Mandel JCC Parties' choice) from any and all claims, demands, causes of action, or liability for any loss, damages, injuries or death suffered by any other person in connection with my, my guests' and/or my children's entry upon, participation in or use of the facilities, equipment, services or activities, including Remote Programs, of or offered by any of the Mandel JCC Parties, including any of our exposure to and the risk of contracting infectious diseases, whether viral or bacterial and including but not limited to COVID-19, and whether the same arises out of or results from any act, omission or conduct of one of more of the Mandel JCC Parties, negligent (actively or passively) or otherwise. The agreement by me to hold harmless, indemnify and defend each of the Mandel JCC Parties is immediate upon the assertion of any claims, demands, causes of action or liability by any other person and is not contingent or dependent upon a finding that my actions, or those of my guests or children, caused the loss, damages, injuries or death claimed. The agreement by me, my guests and children to hold harmless, indemnify and defend each of the Mandel JCC Parties includes all consequential damages incurred by any of the Mandel JCC Parties, or which otherwise would be incurred by any of the Mandel JCC Parties absent this agreement, including, but not limited to, all attorney's fees and costs, court and litigation costs, experts fees and costs, arbitrator fees and costs, mediator fees and costs, payment of any judgment, verdict, award or settlement on behalf of any of the Mandel JCC Parties, and any other damages incurred by any of the Mandel JCC Parties not included in the preceding list which arise as a direct or indirect consequence of the claims, demands, causes of action or liability asserted by any other person.

5. Acknowledge that none of the Mandel JCC Parties is responsible for lost or stolen items. Unless otherwise specified in writing, I, my guests and children give permission for photos, videos and/or audio recordings to be taken for future print and/or digital brochures, websites, advertising, promotions, etc. and/or published without attribution and without compensation. Occasionally the Mandel JCC will email information to the community. I can request removal of my email address from the Mandel JCC email database at any time.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS AGREEMENT AND AM AWARE THAT IT CONTAINS A WAIVER AND RELEASE OF LIABILITY AND THAT I AM GIVING UP SUBSTANTIAL RIGHTS FOR MYSELF, MY GUESTS AND MY CHILDREN, INCLUDING MY AND THEIR RIGHT TO SUE OR HOLD ANY OF THE MANDEL JCC PARTIES RESPONSIBLE FOR ANY INJURY WHICH I, MY GUESTS AND/OR MY CHILDREN MAY SUFFER. I AM SIGNING THIS AGREEMENT OF MY OWN FREE WILL AND INTEND FOR MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

I understand and agree that the foregoing release and indemnity is intended to be as broad and inclusive as permitted by law and that if any portion is found to be invalid, then the balance shall continue to be in full force and effect.

The Mandel JCC is committed to providing a safe and welcoming environment for all members and guests. To promote safety and comfort for all, we ask all members and guests to act appropriately, to respect the rights of others and to obey all Mandel JCC rules and policies when using the facility. The Mandel JCC reserves the right to suspend or revoke membership and/or guest privileges, without refund, if an individual does not act within these guidelines.

Name/First \_\_\_\_\_ Last \_\_\_\_\_ Date of Birth \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

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

Parent/Guardian Signature (if member is under 18) \_\_\_\_\_