



## WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT PLEASE READ CAREFULLY

I, on behalf of myself and my family members and minors listed below ("I"), upon joining the Miami Beach JCC agree to abide by the policies, rules, and by-laws of the Miami Beach JCC.

I understand that the Galbut Family Miami Beach JCC on the Simkins Family Campus, Inc. ("Miami Beach JCC") is committed to serving a broad cross-section of people in Miami-Dade County, and agree that the Miami Beach JCC retains the right to deny or revoke a membership, or decline to permit participation, attendance or observation by any person, at its sole discretion at any time.

I understand that engaging in the different activities and programs at the Miami Beach JCC, or otherwise connected with the Miami Beach JCC, are done at my own risk, and that it is my sole responsibility to ensure that I am in the proper physical condition to engage in such activities or programs. I understand and acknowledge that participation and/or observation in the programs offered by the Miami Beach JCC, or otherwise connected with the Miami Beach JCC, could in some circumstances result in physical injury, illness, (including exposure to and infection from viruses or bacteria), or death, despite all safety precautions, and that I assume all risks and hazards incidental to the programs or activities in which I engage.

**Coronavirus, COVID-19 is an extremely contagious virus that spreads easily through person-to-person contact. Federal and state authorities recommend social distancing as a means of preventing the spread of the virus. COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Participating in Miami Beach JCC programs or accessing the Miami Beach JCC facilities could increase the risk of contracting COVID-19. The Miami Beach JCC in no way warrants that COVID-19 infection will not occur through participation in Miami Beach JCC programs or through access to the Miami Beach JCC facilities, and on behalf of myself and my family members and minors, I assume the risk of such illness, injury, disability and death in connection with COVID-19.**

I hereby release, indemnify, and hold harmless the Miami Beach JCC, its affiliates, employees, contractors, instructors, officers, directors, members, managers, agents and representatives, from any and all claims, loss, liability, actions, suits, expenses, damages, costs, or claims of any nature, in law or in equity, including attorney's fees and court costs, that may incur due to my presence and that of my family, in, upon or about the Miami Beach JCC premises whether due to observation, participation in, or use of the property, facilities, services, including, but not limited to, the use of the swimming pool, use of Miami Beach JCC equipment, and participation in any and all programs offered by the Miami Beach JCC, Miami Beach JCC classes, Miami Beach JCC fitness center, as well as activities, use, or participation in any affiliated programs.

I hereby assume full responsibility for and risk of loss and indemnify and hold harmless the Miami Beach JCC, and its affiliates, employees, contractors, instructors, officers, directors, members, managers, agents and representatives, for any claims, liability, damage, loss, psychological or bodily injury (including death) which may be sustained as a consequence of attending or participating in any and all of the programs, or any other activity connected with the Miami Beach JCC, including use of the facilities and equipment, and transportation to and from these programs, notwithstanding any such damage, loss, psychological or bodily injury (including death) may have arisen out of the negligent acts or omissions or the gross negligence of the Miami Beach JCC, and its affiliates, employees, contractors, instructors, officers, directors, members, managers, agents and representatives.

I understand and acknowledge that the Miami Beach JCC is not liable for any loss, damage or theft of personal property wherever located owned by myself or the persons listed below including, but not limited to, personal property located anywhere on the premises of the Miami Beach JCC, in lockers, storage or parking lot. On behalf of myself, my family any minor child listed below, expressly waive any claim(s) which we may have against the Miami Beach JCC arising from or as a result of any such loss, damage or theft.

I permit the free use by the Miami Beach JCC in any manner whatsoever of my name and family members' name(s) and photos, without compensation paid to me or my family members.

If the member is under the age of eighteen (18), this form must be signed by a parent/guardian. I HAVE READ, FULLY UNDERSTAND, AND VOLUNTARILY SIGN THIS RELEASE, WAIVER AND INDEMNITY AGREEMENT. I UNDERSTAND THAT I AM EXECUTING THIS RELEASE FOR MYSELF, MY CHILD OR WARD, (AND ON BEHALF OF HEIRS, PERSONAL REPRESENTATIVES AND ASSIGNS) and UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. I INTEND BY MY SIGNATURE THAT THIS BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Print Full Name \_\_\_\_\_

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

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

I am the parent or guardian of the following minors and acknowledge that the terms and conditions of the above releases, waivers and indemnifications apply to them and I am executing this on their behalf:

Name of Child/Minor \_\_\_\_\_ Name of Child/Minor \_\_\_\_\_

Name of Child/Minor \_\_\_\_\_ Name of Child/Minor \_\_\_\_\_

Signature of Parent or Guardiane: \_\_\_\_\_

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

