

Oshman Family JCC Junior Maccabi Games
Consent & Release of Liability

Please complete and electronically sign this Junior Maccabi Games Consent & Release of Liability ("Release"). The consents and releases in this Release will govern your child's participation in activities held at or sponsored by the Oshman Family JCC ("OFJCC"), both now and in the future. This Release includes releases of liability. Please read the releases carefully. By signing this form, you are giving up important legal rights, including your and your child's right to sue. Participant (the "Child"): In consideration of my Child's participation in the Activities (defined below), I hereby, on behalf of myself and my Child, acknowledge and agree as follows:

1. Voluntary Participation & Permission

I acknowledge that now and in the future, I am voluntarily choosing to have my Child participate in Junior Maccabi Games activities organized, sponsored, or otherwise administered by OFJCC and taking place at OFJCC facilities. The activities may take place both indoors and outdoors and may include activities such as arts and crafts, sports, outdoor exploration, field games, water play, and other recreational activities, as well as snacks and lunch (collectively, the "Activities"). My Child and I agree to abide by OFJCC's policies and procedures in connection with the Activities. I give permission for my Child to participate in the Activities.

2. COVID-19 Warning & Disclaimer

Coronavirus (COVID-19) is an extremely contagious disease that spreads easily through person-to-person contact, and may be spread by persons who are not exhibiting any symptoms. COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Participating in OFJCC programs or accessing OFJCC facilities, including in connection with the Activities, increases the risk of contracting COVID-19. I acknowledge and agree that such risks are part of the risks and hazards I assume and release as set forth in Section 3 below. OFJCC in no way warrants that COVID-19 infection will not occur through participation in the Activities or by accessing OFJCC facilities.

3. Assumption of Risk & Release of Liability

I am aware that many risks are inherent in the Activities, and that some of these risks cannot be eliminated, altered, or controlled. I understand that these risks can cause physical and/or psychological injury, including, but not limited to, serious, permanent bodily injury, paralysis, illness, and/or death to my Child, or damage to my Child's or others' belongings. I knowingly and freely assume all risks and hazards in the Activities, both known and unknown, whether caused by the action, inaction, or active or passive negligence of OFJCC, its current and former agents, directors, officers, employees, volunteers, representatives, and affiliates (collectively the "Released Parties"), or by defects in equipment or instruction. I assume full responsibility for my Child's participation in the Activities.

RELEASE. My Child and I agree not to make a claim against or sue the Released Parties, and my Child and I release, forever discharge, and will hold harmless the Released Parties from and against all demands, actions, claims, rights, causes of action, losses, liability, costs, and expenses, including attorneys' fees arising out of or in connection with my Child's participation in the Activities, whether caused by the action, inaction, or active or passive negligence of the Released Parties, my Child or any other party, or otherwise; provided, however, that this release does not apply to liability for gross negligence, willful injury, or fraud.

4. Health Insurance

I understand that it is my responsibility to carry accident or medical coverage for my Child in connection with the Activities

5. Consent for Medical Treatment

In the event of an emergency or non-emergency situation requiring medical or dental treatment, I hereby grant permission for any and all medical and dental care to be administered to my Child, until such time as I or the designated emergency contact can be contacted. This permission includes, but is not limited to, the administration of first aid, the administration of an epinephrine auto-injector, the use of an ambulance, and the administration of anesthesia and/or surgery under the recommendation of qualified medical or dental personnel. I authorize OFJCC staff members or employees to transport my Child in a personal vehicle in case of a medical emergency. I further authorize to release my Child's personal information necessary for medical or insurance purposes. I agree to release, forever discharge, and hold harmless the Released Parties from any and all liability for medical or dental aid rendered, including any liability arising out of the negligence or any other act or omission by the Released Parties, and I understand that I am responsible for all medical or dental expenses incurred for such aid.

6. Photo/Video/Testimonial Release

I hereby grant permission to OFJCC to take, use, distribute, modify, reproduce, and publish photographs, video or audio recordings, or quotations of me and/or my Child, or in which I/we may be included, for editorial, fundraising, marketing, promotional, advertising, or any other purpose as deemed appropriate by OFJCC, in any manner and medium, including, but not limited to, use in social media and distribution to media or funding organizations, without notification and additional consideration to, or review or approval by, me. I also agree that OFJCC may use the Child's name in connection with any external use of the photographs, recordings, or likeness. I understand that OFJCC is not responsible for third party use of material that is copied or used without OFJCC's permission.

7. Severability; Survival; Entire Agreement

If any term or provision of this Release is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such provision shall not affect the legality, enforceability, or validity of any other provision of this Release and such provision shall be reformed and construed so that it will be legal, enforceable, and valid to the maximum extent permitted by law. This Release will survive the completion of my Child's participation in the Activities and will continue in full force and effect thereafter.

I have read this Release carefully and fully understand all its terms and provisions. I have knowingly and voluntarily executed and delivered this Release understanding the risks to me and my Child and have done so of my own free will, without relying on any statement or representation of any of the Released Parties. I understand that this Release cannot be modified or changed in any way by oral statements by any of the Released Parties or by my Child or me. I understand that, in the event of any litigation against the Released Parties, this Release may be raised as a defense and bar to, and as a waiver and release of, legal rights that might otherwise be asserted by me, my Child or any of my Child's heirs, assigns, personal representatives or survivors.

Participants agree to abide by the rules and regulations set by the OFJCC for the health, safety and welfare of all children. At the Junior Maccabi Games, children are not allowed to smoke, chew tobacco, possess any smoking materials, alcohol, illegal drugs, firecrackers, explosives or weapons. Also, they may not bring animals or pets. No lewd conduct, bullying behavior or inappropriate touching of any kind will be tolerated. Willful destruction of property will be the financial responsibility of the child's parent. Children may not leave the property or established boundaries without OFJCC staff permission.

The OFJCC reserves the right to send anyone home (at parents' expense and liability) who violates these rules. It is the responsibility of the parent/guardian to pick up or arrange transportation home for the child. The program director reserves the right to determine what constitutes a violation of these rules and will enforce them as necessary.

8. Electronic Signature

By signing this Release, I have agreed to conduct a transaction (i.e., agree to this Release) by electronic means, and am supplying my electronic signature with the intent to agree to the terms of this Release and be legally bound.

***** I affirm that I am a legally competent adult and that I am the Child's parent or legal guardian and have a right to contract for the Child. I acknowledge that I have carefully read this Release, that I fully understand its contents, and that I am signing it voluntarily on behalf of myself and my Child. This Release must be signed by the Child's parent or legal guardian.