

Shalom Institute Participant Waiver and Release of Liability and Indemnity Agreement
Relating to Coronavirus (COVID-19)

PLEASE READ CAREFULLY. THIS IS A RELEASE OF LEGAL RIGHTS.

Shalom Institute has put in place certain preventative measures to attempt to mitigate and reduce the spread of COVID-19 consistent with the guidance and protocols issued by the Centers for Disease Control and Prevention and other Public Health Agencies. However, due to the nature of the activities and events at Shalom Institute including, without limitation, swimming, rock climbing, hiking, camping, service, horseback riding, field trips, sports, rope or challenge courses, trust falls, team initiatives and other recreational and sporting activities and events (“Activities”) and the related services, equipment and facilities at Shalom Institute, social distancing of 6 feet between each person may not be possible. Accordingly, Shalom Institute cannot prevent you or your child(ren) from becoming exposed to, contracting, or spreading COVID-19 that may result from your and/or your child(ren)’s participation in any Activities and use of the services, equipment and facilities at Shalom Institute. Shalom Institute cannot and does not guarantee that you or your child(ren) will not become infected with COVID-19 as a result of your and/or your child(ren)’s participation in any Activities or the use of the services, equipment and facilities at Shalom Institute.

Therefore, if you and/or your child(ren) choose to participate in any Activities and use the services, equipment and facilities at Shalom Institute, you may be exposing yourself and/or your child(ren) to, and/or increasing your and/or your child(ren)’s risk of, contracting or spreading COVID-19, which may result in quarantine requirements, serious physical or emotional injuries, disability, death, and/or other damages.

IN CONSIDERATION for allowing me and/or my child(ren) to enter the premises of Shalom Institute and other property of Shalom Institute, and participate in the Activities and use the services, equipment and facilities at Shalom Institute, I, the undersigned, on behalf of myself and/or as the parent(s) and/or legal guardians of the minor child(ren) named below hereby acknowledge, represent, warrant, promise, and agree as follows:

1. Neither I nor my child(ren) shall participate in or observe any Activities or attend, visit or utilize any of the services, equipment and facilities at Shalom Institute if I or my child(ren): (i) experience symptoms of COVID-19 including, without limitation, fever, dry cough or shortness of breath or difficulty breathing, chills, repeated shaking with chills, muscle pain or body aches, headaches, sore throats, new loss of taste or smell, new muscle weakness, tingling or numbness in the hands and feet, dizziness, confusion, delirium, nausea, vomiting, or diarrhea; or (ii) has a suspected or diagnosed/confirmed case of COVID-19.
2. ASSUMPTION OF RISK: I have read and understand the above warning concerning COVID-19, and understand that my and/or my child(ren)’s participation in any Activities and use of the services, equipment and facilities at Shalom Institute presents a number of known, unknown, anticipated and unanticipated risks of contracting or spreading COVID-19 disease, which may result in a serious medical condition requiring medical treatment in a hospital or could lead to death serious physical or emotional injuries, disability, death or other damages to me and/or my child(ren). I understand that the risk of becoming exposed to or infected by COVID-19 at Shalom Institute may result from the actions, inactions, omissions, or negligence of myself, my child(ren) and others including, without limitation, Shalom Institute’s employees, staff, counselors, guides, instructors, facilitators, volunteers, or other Shalom Institute participants and their families. I hereby knowingly, freely, and voluntarily choose to accept and assume the serious risk of contracting or spreading COVID-19 and all such COVID-19 related risks, both known and unknown, foreseen and unforeseen, that may result from my and/or my child(ren)’s participation in the Activities and use of the services, equipment and facilities at Shalom Institute.

3. **WAIVER OF LIABILITY/LAWSUITS:** I hereby forever release, waive, relinquish, and discharge Shalom Institute and its representatives, including, without limitation, all parent, subsidiary, and affiliated organizations, their respective agents, employees, servants, directors, officers, staff, volunteers, counselors, guides, instructors, facilitators, assigns and successors, and each of them (collectively “Shalom Institute Releasees”), from any and all COVID-19 related claims, demands, liabilities, rights, damages, expenses, and causes of action of whatever kind or nature, and other losses of any kind (including, without limitation, attorneys’ fees and costs, whether or not an action is brought, on appeal or otherwise), whether known or unknown, foreseen or unforeseen, (collectively, “Claims and Damages”) as a result of my and/or my child(ren)’s entering onto Shalom Institute or other surrounding Shalom Institute property, and/or participating in the Activities or utilizing any services, equipment and facilities at Shalom Institute including, without limitation, Claims and Damages for personal injuries, disability, death, disease, property losses or any other loss or economic damages related to or arising from, directly or indirectly, the contraction or spread of COVID-19, whether based on or caused by the negligence (active or passive) of Shalom Institute and/or any Shalom Institute Releasees or any other person. I further agree and promise not to sue Shalom Institute and any Shalom Institute Releasees for any and all Claims and Damages related to or arising from, directly or indirectly, my and/or my child(ren)’s contraction or spread of COVID-19.
4. **INDEMNIFICATION:** I hereby agree and promise to indemnify, defend and hold Shalom Institute and Shalom Institute Releasees harmless from any and all Claims and Damages related to or arising from, directly or indirectly, my and/or my child(ren)’s contraction or spread of COVID-19, whether based on or caused by the actions, inactions, omissions, and/or negligence (active or passive) of Shalom Institute and/or any Shalom Institute Releasees or any other person.
5. In the event, Shalom Institute and/or Shalom Institute Releasees incur attorney's fees and costs in enforcing this Agreement, I agree to pay all such attorney’s fees and costs.
6. I expressly agree that the foregoing release, waiver, and indemnity provisions are intended to be as broad and inclusive as is permitted by the laws of the State of California. If any provision of this Agreement is held invalid by a court of law, it is agreed that the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the laws of the State of California.
7. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement. This Agreement may be executed and exchanged by electronic means, including facsimile, e-mail of pdf copies of original physical signatures, and/or electronic signatures certified or verified by a widely recognized and accepted e-signature provider, and each counterpart when executed shall have the efficacy of a signed original. Photographic, facsimile, e-mailed pdf copies of such physically, and/or certified or verified electronically signed counterparts may be used in lieu of the originals for any purpose.
8. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between the parties with respect to Claims and Damages related to or arising from, directly or indirectly, coronavirus, COVID-19. No statements, promises, or agreements whatsoever, in writing or verbal, in conflict with the terms of this Agreement have been made by Shalom Institute Releasees which in any way modify, vary, alter, enlarge, or invalidate any of the provisions hereof and/or obligations herein stated. This Agreement may be amended and modified only in writing signed by the parties hereto. This Agreement cannot be amended or modified orally, but only

by an instrument in writing executed by the party against whom enforcement, modification or discharge is sought.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT RELATING TO CORONAVIRUS (COVID-19) AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE TO ME. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM Shalom Institute AND/OR Shalom Institute RELEASEES IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT Shalom Institute AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND AND THAT THIS AGREEMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS. IF SIGNING ON BEHALF OF MINOR PARTICIPANT: I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD(REN) AND/OR LEGAL WARDS AND I REPRESENT AND WARRANT THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR PARTICIPANT.

TO BE EXECUTED BY EACH ADULT PARTICIPANT:

Signature

Date: _____

Print Your Name: _____