

## **ASSUMPTION OF THE RISK AND WAIVER OF COVID-19 LIABILITY AGREEMENT**

### **PLEASE READ THIS RISK DISCLOSURE CAREFULLY BEFORE SIGNING**

Temple Rodef Shalom, together with its schools ("TRS") is a Virginia non-stock corporation synagogue and religious organization providing as part of its mission, for example, religious, cultural, educational, spiritual, and meeting facilities, services and other activities (collectively the "TRS Activities"). The undersigned, individually, and with our family (collectively, "we") desire to participate in those TRS Activities.

We understand and acknowledge that the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization; that COVID-19 is extremely contagious and potentially fatal, and is believed to spread mainly from person-to-person contact (even from asymptomatic people and from people in contact with others who may have come into contact with others) and possibly by contact with environments and surfaces contaminated by COVID-19; and that as a result, federal, state, and local governments and federal and state health agencies recommend social distancing, frequent personal cleaning and good personal hygiene, mask-wearing, and have, in many locations, prohibited the congregation of groups of people; and even then, there is no assurance that one may not still become infected by COVID-19.

We understand and acknowledge that pursuant to our request, we will be entering onto and into TRS's premises, and interacting with TRS personnel and others, and thereby come into contact with personnel or individuals who, unbeknownst to TRS may be COVID-19 positive and/or may come into contact with physical on-site materials or environments that may have been exposed to prior users or individuals who, unbeknownst to TRS, may have been COVID-19 positive and may therefore be potentially able to still be capable of infecting subsequent users or visitors of TRS's facilities.

We understand and acknowledge that while TRS has taken some preventative measures, in its sole discretion, to reduce the spread of COVID-19, TRS cannot guarantee that we or our family will not become infected with COVID-19; and thus TRS makes absolutely no warranty of any kind, and expressly disclaims any warranty whatsoever, with respect to the condition of its property, premises, environment, personnel and/or others regarding COVID-19.

We nevertheless wish to partake of TRS Activities, and therefore we each willingly, knowingly and voluntarily assume the risk of potentially being exposed to COVID-19 while on site at TRS, or involved with TRS Activities. We represent to TRS that we have carefully read, and fully understood, this Agreement before signing it. We understand and acknowledge that TRS is only willing to provide TRS Activities in reliance upon the foregoing recitals and the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, and the premises contained herein, the receipt and adequacy of which is acknowledged, we, individually and on behalf of our family, each agree that we and our family are hereby willingly, knowingly and voluntarily assuming the risk of potential exposure to COVID-19 during our use of or participation in TRS Activities, and hereby accept sole responsibility for any injury to ourselves including, but not limited to, personal injury, sickness, disability and death. We, individually and on behalf of our family therefore each hereby waive, forever discharge, hold harmless and covenant not to sue, TRS and its officers, directors, employees, agents, representatives, successors and assigns, from any and all claims, actions, causes of action, suits, proceedings, debts, and demands of any kind, whether in law, equity or otherwise, which we or our family may ever have relating to COVID-19 in connection with our use of or participation in TRS Activities. This Agreement is governed by Virginia internal law, and signed and sealed below

  
(Seal)  
Temple Rodef Shalom President

\_\_\_\_\_  
(Seal)  
By: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
(Seal)  
By: \_\_\_\_\_  
Date: \_\_\_\_\_

Child: \_\_\_\_\_