

Acknowledgement of Policies, Assumption of the Risk and Waiver & Release of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely contagious** and is believed to spread primarily through person-to-person contact but the state of medical knowledge is evolving. As a result, federal, state, and local governments and federal and state health agencies recommend responsible social distancing and wearing a mask when social distancing is not feasible. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact method of spread and contraction are unknown. There is no known treatment, cure or vaccine for COVID-19. **Evidence has shown that COVID-19 can cause serious and potentially life threatening illness and even death.**

Acknowledgment of Policies: Utilizing CDC, State of California and San Diego County health department guidelines as a framework, Temple Solel and Camp Simcha (who may be individually and/or collectively referred to as “we” or “our”) have implemented the following preventative measures and policies that we hope (but cannot in any way guarantee) will help to reduce the spread of COVID-19 for our staff, the campers attending Camp Simcha, and their families. **We require that you initialize each item, acknowledging you have read each policy, are aware of each policy and agree to abide by each policy.**¹ You represent and warrant that you are the parent or legal guardian of the minor participant(s) identified below and that you have the legal right and authority to consent to the terms and conditions of this Acknowledgment of Policies on behalf of yourself, your spouse/significant other, your family and your children, and by initializing below you hereby do affirm consent to the terms of these policies.

1. I understand that my child(ren) will have his/her temperature taken upon arrival to camp. _____
2. I understand that I will be asked a series of health screening questions upon arrival at camp each day. _____
3. I understand that I will be dropping my child(ren) off at camp each day with a counselor and that I will not be walking my child(ren) into camp. _____
4. I understand that I will need to wear a mask at drop off and pick up and that I must remain in my car. _____
5. I understand that my child(ren) must wear a mask when not physically distant from others by 6 feet. _____
6. I understand that if my child(ren) needs daily medication, I need to administer the medications prior to coming to camp. If that is not possible and my child(ren) requires medication administration during camp hours, I will make special arrangements in advance with the camp director. _____

¹ If for some reason you and/or your child(ren) are not able to comply with the Policies, please let the Camp Director know in advance. *Temple Solel/Camp Simcha will discuss with you what accommodations might be needed that would allow the child(ren) to safely participate.*

7. I understand that there will be no snacks provided and that my child(ren) needs to bring his/her own disposable snacks in a labeled bag and a labeled water bottle. All uneaten food will be disposed of and not be returned. _____
8. I understand that my child(ren) must bring a backpack with a towel, tissues, hand sanitizer and 2 labeled masks. _____
9. I understand that I must apply sunscreen on my child(ren) before I drop him/her off each day. Temple Solel and Camp Simcha staff are not permitted to apply sunscreen to my child(ren). _____
10. I understand that my child(ren) will be assigned to a group of no more than seven (7) other children and that the groups will not intermingle throughout the duration of Camp Simcha. This includes with his or her siblings in another group. _____
11. I understand that my child(ren) will be required to wash his/her hands frequently throughout the day. _____
12. I understand Temple Solel and Camp Simcha will be using a sanitizer with the following composition (greater than 60% ethanol or greater than 70% isopropanol and fragrance free). _____
13. I understand that on heavy rainy days, camp will be cancelled. _____
14. I understand that if there are more than three (3) days cancelled for rain, I will receive a prorated refund. _____
15. I understand that if a camper or staff member is diagnosed with COVID-19, I will be notified immediately and that camp may be discontinued. _____
16. I understand carpooling home is allowed with a signed consent form submitted before the child is released to another person. There is no carpooling to camp. _____
17. I understand that if camp is cancelled due to COVID-19, I will receive a prorated refund for cancelled days. _____
- 18. I understand that if my child(ren) or I are not able to comply with the policies², I will be called to pick my child(ren) up from camp and that my child(ren) may not be able to return. In that case, I would receive a prorated refund. _____.**

While the above Policies are intended to be preventative measures to help reduce the spread of COVID-19, we **cannot guarantee** that you or your child(ren) will not become exposed to, spread or infected with COVID-19 or any related or unrelated illness(es). **Attending Camp Simcha or any other program related to Temple Solel could increase** your family's risk, your risk, and your child(ren)'s risk of being exposed to COVID-19, of spreading COVID-19 and/or of contracting COVID-19 or any other related or unrelated illnesses.

Assumption of Risk: I confirm, represent and warrant on my own behalf, and on behalf of my spouse/significant other, my family, and my children (each individually and collectively referred to as "I") the following: (a) **I have read and understood the above warnings concerning COVID-19**, (b) I acknowledge the highly contagious nature of COVID-19, and I acknowledge

² If for some reason you and/or your child(ren) are not able to comply with the Policies, please let the Camp Director know in advance. *Temple Solel/Camp Simcha will discuss with you what accommodations might be needed that would allow the child(ren) to safely participate.*

that the preventative measures Temple Solel and Camp Simcha are taking, including the Policies set forth and signed above, may not prevent me, my family, or my child(ren) from being exposed to COVID-19, of spreading COVID-19 and/or of contracting COVID-19 or any other related or unrelated illnesses, (c) I hereby voluntarily choose to accept the risk that I, my spouse/significant other, my family, and my child(ren) may be exposed to or infected by COVID-19 (or related and/or unrelated illness(es)) by attending any Temple Solel related program, including but not limited to Camp Simcha, and that such exposure or infection may result in personal injury, illness, permanent disability, and death, (d) I understand that the risk of becoming exposed to or infected by COVID-19 (or any related and/or unrelated illness(es)) at Camp Simcha may result from the actions, omissions, or negligence of myself and others, including but not limited to negligence of Temple Solel and/or Camp Simcha employees, volunteers and program participants and their families, and (e) Temple Solel and Camp Simcha are of such a value to me and/or my child(ren), that I voluntarily agree to assume and accept sole responsibility for all of the risks of being exposed to, contracting and/or spreading COVID-19, including the risk and responsibility for any injury to my child, my family, or myself (including, but not limited to, personal injury, illness, disability, and death) and for any damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) or my family may experience or incur in connection with my child(ren)'s attendance at any Temple Solel related program, including but not limited to Camp Simcha, or participation in any programming related to the foregoing (referred to as "Claims").

Waiver of Lawsuit/Liability: I confirm, represent, warrant and agree to on my own behalf, and on behalf of my spouse/significant other, my family and my children (each individually and collectively referred to as "I") the following: (a) **I hereby forever release, covenant not to sue, discharge, waive, and hold harmless Temple Solel, Camp Simcha, its owners, members, officers, directors, managers, officials, trustees, board, agents, employees or other representatives ("Releasees") of and from any and all Claims, including but not limited to all liabilities, causes of action, lawsuits, claims, suits, demands, losses, costs or damages of any kind whatsoever arising out of or related in any way to my child(ren)'s participation in a Temple Solel program (including Camp Simcha), and** (b) I understand and expressly agree that this waiver and release means I give up my right to assert any Claims based on the actions, acts, or omissions of Releasees, including but not limited to Claims for illness, personal injuries, death, disease, property loss or other losses, including but not limited to any Claims of negligence against Temple Solel or Camp Simcha. I understand this waiver means I give up any Claim I have to seek damages, whether known or unknown, foreseen or unforeseen and regardless of whether a COVID-19 or related illness occurs before, during or after attendance at Temple Solel program (including Camp Simcha) or participation in any Temple Solel program (including Camp Simcha).

I expressly and knowingly waive all rights under California Civil Code Section 1542, which provides: **"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."**

I intend this waiver and release to be as broad and inclusive as is permitted by the laws of the State of California, and therefore if any portion of this waiver and release is held invalid or unenforceable, then I agree the balance shall continue in full force and effect and the portion found to be invalid/unenforceable should be construed in such a way (or replaced with a similar valid provision that will) to the maximum extent possible to carry out the intentions set forth in this waiver and release.

Choice of Law; Venue: I understand and agree that the law of the State of California will apply to this contract. Venue for any legal proceeding based upon this waiver and release will be in the County of San Diego, State of California.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE. I FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE. I SIGN BELOW IN MY INDIVIDUAL CAPACITY, AS WELL AS ON BEHALF OF MY SPOUSE/SIGNIFICANT OTHER, MY FAMILY, AND MY CHILD(REN), FOR WHICH I REPRESENT AND WARRANT I HAVE THE AUTHORITY AND POWER TO SIGN ON BEHALF OF.

I am the parent or legal guardian of the minor participant(s) identified below. I represent and warrant that I have the legal right and authority to consent to the terms and conditions of this Assumption of the Risk and Release/Waiver of Liability on behalf of myself, my spouse/significant other, my family and my children, and by signing below I hereby do affirm my consent to the terms of this release and waiver.

Signature of Parent/Guardian

Date

Name of Parent/Guardian

Name of Participant(s)