

General Waiver of Liability, Assumption of Risk and Indemnity Agreement

Participation in and/or attendance at Temple Solel programs and activities including working at Temple Solel, the Early Childhood Center, the Religious School, Temple Solel Youth Programming, and Camp Simcha (hereafter collectively or individually referred to as “the Activity”) carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injury. The specific risks vary from one activity to another but risks range from and are not limited to (1) minor injuries such as scratches, bruises, sprains, and property loss or damage, (2) major injuries such as eye injury, joint or bone injuries, heart attacks, and concussions and (3) catastrophic injuries such as paralysis, disability, dismemberment and death (hereafter collectively “Injury”).

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 understand there are risks inherent with participation in the Activity, including but not limited to the Injuries outlined above,** (b) I hereby voluntarily choose to accept the risk that by participating in the Activity or by attending any Temple Solel related program, my spouse/significant other, my family, and my child(ren) may be exposed to Injury such as those described above, (c) I understand that the Injury may result from the actions, omissions, or negligence of myself and others, including but not limited to negligence of Temple Solel employees, volunteers and program participants and their families, and (d) Temple Solel and the Activity 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 including the risk and responsibility for any Injury to my child, my family, or myself 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 the Activity, 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, 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 or my child(ren)’s participation in a Temple Solel program (including the Activity),** (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 Releases, including but not limited to Claims for Injury as described above including but not limited to any Claims of negligence against Temple Solel. 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 an

Injury, illness, disability and/or death occurs before, during or after attendance at Temple Solel program (including the Activity) or participation in any Temple Solel program (including the Activity).

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 Employee _____ Date _____

Name of Employee _____