

CONSENT, WAIVER, RELEASE & INDEMNIFICATION FOR CAMPERSHIP OUTREACH PROGRAM & ACTIVITIES

The undersigned named person hereby enters into this Consent, Waiver, Release and Indemnification on behalf of Participant, any minor child of Participant and/or together known as, "Participant") to participate in the following Jewish Family Service Association of Cleveland ("JFSA") Campership Outreach Program, which includes, but is not limited to, any and all summer activities, camps, third party programs, travel and transportation, (including but not limited to transportation to Camp or third party programs by airline flights and buses) as well as participating in Campership Outreach Program activities, including but not limited to, celebrating Jewish holidays, academic programming, roller skating, hiking, bowling, zip lining, laser tag, rock climbing, basketball, trampoline, escape room, whirlyball, obstacle courses, clothing painting/tie dying, and parking lot activities (all activities collectively known as the "Campership Program").

Participant acknowledges that the Campership Program carries certain known and unknown hazards and/or risks associated with campership activities that may result in personal injury. Participant acknowledges and agrees that Participant is solely responsible for his/her safety when and while participating in the Campership Program. Further, Participant recognizes the nature of such hazards and risks, and in consideration of voluntarily participating in the Campership Program, Participant accepts and assumes responsibility for any and all such hazards and/or risks, known and unknown, whether caused or alleged to be caused by negligent (actively or passively) or intentional acts or omissions of any of the JFSA parties, whether inherently dangerous or not, resulting in any and all damages including, but not limited to, exposure to and the risk of contracting infectious diseases (including but not limited to COVID-19), physical injuries, emotional injury, death, loss of services or consortium, loss from damage to property and/or any and all other loss that may be sustained as a result of participation in the Campership Program.

Participant expressly agrees to hold harmless, indemnify and defend JFSA, its affiliates, officers, employees, representatives, volunteers and/or agents from any and all claims, demands, causes of action or liability for any loss, damages, injuries or death suffered by any other person in connection with Participant's participation in the Campership Program whether the same arises out of or results from any act, omission or conduct, negligent (actively or passively) or otherwise by JFSA, its affiliates, officers, directors, employees, representatives, volunteers and/or agents. The Participant agrees to hold harmless, indemnify and defend JFSA, its affiliates, officers, directors, employees, representatives, volunteers and/or agents, for any and all damages incurred including all consequential damages incurred by JFSA, its affiliates, officers, directors, employees, representatives, volunteers and/or agents, or which otherwise would be incurred by JFSA, its affiliates, officers, directors, employees, representatives, volunteers and/or agents absent this Consent, Waiver, Release and Indemnification, including, but not limited to, all attorney's fees and costs, court and litigation costs, experts fees and costs, arbitrator fees and costs, mediator fees and costs, payment of any judgment, verdict, award or settlement on behalf of JFSA, its affiliates, officers, directors, employees, representatives, volunteers and/or agents, which arise as a direct or indirect consequence of the claims, demands, causes of action or liability asserted by any other person.

In consideration of Participant's voluntary participation in the Campership Program, Participant, including all heirs, executors, administrators, and assigns, hereby forever release, waive and relinquishes all claims Participant has

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or may have against JFSA, its affiliates, officers, directors, employees, representatives, volunteers and/or agents. Furthermore, Participant promises that all heirs, executors, administrators, and assigns shall not sue or bring any action against JFSA, any of its affiliates, officers, employees, representatives, volunteers and/or or agents for any and all actions or omissions arising from and/or connected with and/or arising out of and/or as a consequence of participation in the Campership Program. Finally, Participant promises to indemnify and hold JFSA, its affiliates, officers, directors, employees, representatives, volunteers and agents harmless for any loss or damages incurred by JFSA arising from and/or connected with and/or arising out of and/or as a consequence of participation in the Campership Program.

Unless otherwise specified in writing, I and my children give permission for photos, videos, and/or audio recording to be taken for future print and/or digital brochures, website, advertising, promotions etc. and/or published without attribution and without compensation.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS AGREEMENT AND AM AWARE THAT IT CONTAINS A WAIVER, RELEASE OF LIABILITY AND INDEMNIFICATION CLAUSE AND THAT I AM GIVING UP SUBSTANTIAL RIGHTS FOR MYSELF, AND/OR MY CHILDREN, INCLUDING MY AND THEIR RIGHT TO SUE OR HOLD JFSA, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, VOLUNTEERS AND/OR AGENTS RESPONSIBLE FOR ANY INJURY WHICH I AND/OR MY CHILDREN MAY SUFFER. I AM SIGNING THIS AGREEMENT OF MY OWN FREE WILL AND INTEND FOR MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY.

Participant Name: _____ DOB: _____

Signature _____ DATE: _____

Parent or Guardian Signature if Participant is under 18 or Participant Signature if Participant is 18 years or older

Print Name of Parent or Guardian or Print Name of Participant 18 years or older

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