

## **Special STUDENT Participation Agreement and Waiver of Liability in relation to Risk of Coronavirus Infection while at Gan HaYeled**

Thank you for reading this Agreement carefully. It includes important information about Jewish Federation of Madison, Inc. (hereafter "JFM"), Gan HaYeled activities and describes certain protection sought by Gan HaYeled if you, your child, or another family member becomes ill or suffers some other loss due to infection of the Coronavirus (including but not limited to COVID-19) that may have occurred while at Gan HaYeled or from being exposed by someone else who was at Gan HaYeled.

Please note that the Gan HaYeled staff will take precautions to hopefully protect the health of its students and staff.

In consideration of the services of Gan HaYeled, I, Parent or legal guardian, acknowledge and agree as follows:

### **Activities:**

The activities of Gan HaYeled will make it impossible to completely implement social distancing and other safety practices during the special situation of COVID-19. While we will do our best to limit physical contact and maintain social distance guidelines, some physical contact is inevitable.

### **Risks:**

Gan HaYeled will be taking more health precautions this school year. Students that arrive to Gan HaYeled with a fever, have a cough, or who have been exposed in the past two weeks to a friend or family member who had the Coronavirus, WILL NOT be allowed at Gan HaYeled. Other precautions include but are not limited to: temperature checks, more handwashing, more use of hand sanitizers, more wiping down of doorknobs and high use areas with antibacterial wipes. Gan HaYeled plans to be in frequent communication with appropriate medical professionals. It plans to send students and staff home that have a high temperature. Even with taking these and other extra precautions, students may still be exposed to the risk of contracting the Coronavirus or possibly some other illness.

The activities and risks of Gan HaYeled are an integral part of the Gan HaYeled experience. If eliminated, students would be deprived of the opportunity for the growth and development which Gan HaYeled students and families expect.

### **Acknowledgement and Agreement of Risks:**

I, Parent, have read and understand the Gan HaYeled activities and risk of exposure to the Coronavirus. I acknowledge and assume the risks and dangers described above with my child being enrolled at Gan HaYeled. I have discussed the activities and risks with my child, who understands them and wishes to participate in the activities of the Gan HaYeled community.

**AGREEMENT OF RELEASE AND INDEMNITY: I, AGREE TO RELEASE AND DISCHARGE (AGREEING TO MAKE NO CLAIM, AND NOT TO SUE) JFM, GAN HAYELED, AND THEIR RESPECTIVE OWNERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS AND VOLUNTEERS (INDIVIDUALLY AND COLLECTIVELY REFERRED TO AS "RELEASEES") WITH RESPECT TO ANY AND ALL CLAIMS RELATED TO CONTRACTING THE CORONAVIRUS AND ANY LOSS, BODILY INJURY, OR DAMAGES ASSOCIATED FROM IT WHICH I OR MY CHILD MAY SUFFER, ARISING OUT OF OR IN ANY WAY RELATED TO THEIR BEING ENROLLED IN GAN HAYELED. I FURTHER**

**AGREE TO INDEMNIFY (THAT IS DEFEND AND PAY, INCLUDING COSTS AND ATTORNEYS FEES) THE RELEASEES FROM CLAIMS BROUGHT BY OTHER MEMBERS OF MY, OR MY CHILD'S FAMILY, AND CLAIMS BROUGHT BY OTHERS, INCLUDING OTHER STUDENTS, WHO CLAIM A LOSS CAUSED BY MY CHILD.**

**THIS AGREEMENT OF RELEASE AND INDEMNITY INCLUDES CLAIMS CAUSED OR CLAIMED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, BUT NOT THE GROSS NEGLIGENCE, OF A RELEASEE. I UNDERSTAND THAT IN SIGNING THIS AGREEMENT I, FOR MYSELF AND FOR MY CHILD, TO THE MAXIMUM EXTENT ALLOWED BY LAW, SURRENDER THE RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST A RELEASEE, FOR PERSONAL INJURY AND/OR DEATH.**

Any dispute between Gan HaYeled or another Released Party and me or my child shall be governed by the laws (not including the laws which might apply the laws of another jurisdiction) of the State of Wisconsin, and any mediation or suit shall occur or be filed and maintained exclusively in Dane, County, Wisconsin, to the jurisdiction of which court or courts I hereby consent, for myself and my child.

If any part of this agreement is found by a court of competent jurisdiction to be invalid, the remainder of the agreement nevertheless will be in full force and effect.

This Agreement and Waiver of Liability does not supersede, circumvent, or cancel Gan HaYeled's Main Participation Agreement, but instead works together in conjunction with it.

I, Parent or legal guardian, have read and accept the terms and conditions of this Agreement, and acknowledge and agree that it shall, to the fullest extent allowed by law, be effective upon me and my child, and our respective heirs, personal representatives, estates and family members.

Child / Student's Name(s) \_\_\_\_\_

Parent / Guardian Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_