

Waiver and 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 reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and 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.

B'nai Aviv cannot prevent you or your children from becoming exposed to, contracting, or spreading COVID-19 while utilizing B'nai Aviv's services or premises. It is not possible to prevent against the presence of the disease. Therefore, if you choose to utilize B'nai Aviv's services and/or enter onto B'nai Aviv's premises you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

Please read the following statements and initial next to the following statements to indicate your agreement. If you cannot positively affirm to all of these questions, you will be asked to postpone or reschedule your visit to a later date.

ASSUMPTION OF RISK: I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself and/or my children in order to utilize B'nai Aviv's services and enter B'nai Aviv's premises. These services are of such value to me and/or to my children, that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to utilize B'nai Aviv's services and premises in person.

WAIVER OF LAWSUIT/LIABILITY: I hereby forever release and waive my right to bring suit against B'nai Aviv and its owners, officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to utilizing B'nai Aviv's services and premises. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.

CHOICE OF LAW: I understand and agree that the law of the State of Florida will apply to this contract.

HEALTH QUESTIONNAIRE

Please read the following statements and initial next to the following statements to indicate your agreement. If you cannot positively affirm to all of these questions, you will be asked to postpone or reschedule your visit to a later date.

_____ I do not currently, nor have I had in the last two weeks, a fever, cough, sore throat, loss of smell/taste or other cold symptoms.

_____ To the best of my knowledge, I do not have, nor have I been in direct contact with someone who has confirmed diagnosis of COVID-19 or a presumptive positive COVID-19 test result in the last 30 (thirty) days.

_____ Neither I, nor anyone living in my immediate household, have traveled outside of the state in the last 30 days.

I HAVE ANSWERED THE HEALTH QUESTIONNAIRE ABOVE HONESTLY AND TO THE BEST OF MY KNOWLEDGE. I HAVE ALSO CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE. I ALSO UNDERSTAND THAT B'NAI AVIV HAS THE RIGHT TO DENY MY ACCESS THE SERVICES OR BUILDING IF IT FEELS, IN ITS DISCRETION, THAT ALLOWING ME ACCESS MAY ENDANGER OTHERS.

Signature: _____

Date: _____

Name (printed):

I am the parent or legal guardian of the following minor _____. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release.

Signature: _____

Date: _____