

**WAIVER, RELEASE, COVENANT NOT TO SUE,
AND INDEMNITY AGREEMENT**

To induce Congregation Beth Emeth ("CBE") to permit me to attend in-person religious services or other programming at the synagogue located at 12523 Lawyers Road, Herndon, Virginia, I hereby acknowledge and agree to the following:

1. I have been advised and understand that attending in-person religious services or other programming exposes me to a risk of serious illness or death from SARS-CoV-2, commonly known as coronavirus, which can result in the disease commonly known as Covid-19, or complications thereof. By attending in-person religious services or other programming at the synagogue, I knowingly agree to assume the risk of contracting SARS-CoV-2.

2. I understand and agree that in the event I choose to attend in-person religious services or other programming, I must follow all rules of conduct established by governmental authorities and CBE, including, but not limited to, any CBE rules appended hereto, any rules set forth on signage posted at the synagogue, or any rules separately provided in writing. I further understand and agree that such rules may be modified, amended, or changed from time to time, and that I am agreeing to obey the rules as in effect on the date(s) of my attendance.

3. **I hereby release and waive, to the greatest extent permissible under law, any claim or cause of action arising out of my attendance at any such religious services or programming attributable to SARS-CoV-2, or complications thereof, regardless of the theory of law upon which such claim is predicated, and covenant not to sue CBE or any officer, director, trustee, employee, agent, servant, or volunteer of CBE in connection therewith.** The foregoing shall be given the broadest possible interpretation and construction in favor of CBE.

4. **I hereby agree to indemnify, defend, and hold CBE and its officers, directors, trustees, employees, agents, servants, and volunteers free and harmless from and against any and all damages, losses, and expenses (including, but not limited to, legal fees and expenses)** incurred in defending any claim or cause of action (a) which I have released or waived and/or covenanted not to sue upon pursuant to paragraph 3 above, and/or (b) asserted by or on behalf of any other person arising out of or in connection with my attendance at any such religious services or programming, regardless of the theory of law upon which such claim is predicated. The foregoing shall be given the broadest possible interpretation and construction in favor of CBE.

5. This Waiver, Release, Covenant Not to Sue, and Indemnity Agreement shall be binding upon me and my successors-in-interest, including but not limited to my estate, my personal representatives, and my heirs.

6. This Waiver, Release, Covenant Not to Sue, and Indemnity Agreement may not be amended, modified, or changed except in a writing signed by the parties hereto, and there shall be no oral or implied waivers hereof. To be effective, any waiver must be set forth in a writing signed by the party to be charged and CBE.

7. If any provision of this Waiver, Release, Covenant Not to Sue, and Indemnity Agreement is held to be invalid or unenforceable, such provision shall be severable, and all of the other provisions shall continue in full force and effect.

8. The laws of the Commonwealth of Virginia shall govern this agreement and any disputes arising hereunder. Any court interpreting this agreement shall construe it as if it did not have a drafter, and no portion hereof shall be interpreted against any party for any role the party may have had in drafting the agreement.

9. WHEREFORE, I have executed this Waiver, Release, Covenant Not to Sue, and Indemnity Agreement on the _____ day of _____, 202__.

Printed Name: _____

ACCEPTED:

Congregation Beth Emeth

By: _____

Printed Name: _____

Title: _____

**All first-time attendees of in-person services must return a signed & dated Waiver before entrance.
Please email scanned/photographed copy to office@bethemeth.org or bring the completed form with you.**