

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

The following must be signed by every member of a household 18 years of age or older. A parent or guardian may sign for and list the names of household members under the age of 18.

To induce Kol Rinah ("Congregation") to permit me to attend in-person religious services or other programming at the synagogue located at 7701 Maryland Ave, Clayton, MO 63105, 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 Coronavirus (Covid-19), or complications thereof. **(This means that if I attend services, I understand that I may be exposed to Coronavirus and become seriously ill or die.)**

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 either or both (a) governmental authorities, and/or (b) the Congregation, including but not limited to any rules appended hereto, and any rules set forth on signage posted at the Synagogue, or 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 agree to waive, and covenant not to sue the Congregation, or any officer, director, trustee, employee, agent, servant, or volunteer of the Congregation,** on account of any claim or cause of action arising out of my attendance at any such religious services or programming, attributable to Coronavirus (Covid-19), or complications thereof, 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 the Congregation. **(This means that if I get sick or die from a Covid-19 related illness as a result of attending, or anyone else attending religious services during the Pandemic, I cannot sue for the Congregation (or anyone affiliated with it) for damages.)**

4. **I hereby agree to indemnify, defend and hold the Congregation, 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} which I have released, waived and covenanted not to sue on, pursuant to paragraph 3 above, and/or 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 the Congregation. (This means that if I or anyone else makes a claim or brings a lawsuit based on either a claim that I have waived in para. 3 or based on my attending services, I will be responsible for paying all of the legal fees and other costs incurred by the Congregation (and anyone affiliated with it) in defending against such a claim or lawsuit.)**

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. **(This means that if I die, my estate/heirs will have to pay for anything that I would have been responsible for paying for pursuant to this Agreement, had I lived.)**

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. **(This means that any changes to this Agreement have to be in writing.)**

7. Unless the term hereof is extended in writing, this Waiver, Release, Covenant Not To Sue, and Indemnity Agreement shall expire on, and be null, void and of no further force or effect, as of the day prior to the date which is one year after the execution date set forth below. **(This means that this agreement expires on the 364th day after it was signed.)**

8. The parenthetical explanations for each of the paragraphs of this Waiver, Release, Covenant Not to Sue, and Indemnity Agreement that in are bold type are intended to summarize the provisions of each paragraph, but are not intended to modify or alter the provisions of such paragraph. To the extent that any provision in the parenthetical is considered inconsistent with the rest of the paragraph, the language of the paragraph not included in the parenthetical is controlling.

WHEREFORE, I have executed this Waiver, Release, Covenant Not To Sue, and Indemnity Agreement on the _____ day of _____, 20__.

Printed Name: _____

Household members under the age of 18:

Name	Age	Relationship