

**Kehillat Shaarei Torah of Toronto
Release and Waiver of Liability
Relating to Coronavirus/COVID-19**

August 3, 2020

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious, with very serious health consequences, including the possibility of serious injury and illness, and even death. It is believed to spread mainly from person-to-person contact. As a result, federal, provincial, and local governments and health agencies have issued “stay at home” orders, social distancing recommendations, and guidelines as to use of personal protective equipment, and in many locations have prohibited the assembly and participation of groups of people.

Kehillat Shaarei Torah of Toronto (KST) has adopted various preventative measures to help reduce the potential spread of COVID-19, including reducing the number of persons who may be present at the same time for Synagogue services or other activities and for distancing of the participants and maintaining cleanliness. KST cannot assure or otherwise guarantee that you or your children will not become infected with COVID-19 in attending religious services or other activities at the Synagogue. You also recognize that attending religious services at KST increases your and your family’s risk of contracting COVID-19. You have advised KST that you are aware of the foregoing and desire to attend Synagogue services, by yourself and/or with your minor child or children.

In consideration of being allowed to attend such services and other activities at KST and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by you, and desiring to be legally bound, you covenant, acknowledge and agree, on behalf of yourself and your minor child or children, as follows:

1. You acknowledge the highly contagious nature of COVID-19 and that relevant public health authorities continue to recommend practicing social distancing. You voluntarily assume the risk that you and/or your family may be exposed to and/or infected by COVID-19 as a result of attending KST. You confirm that you understand that such exposure or infection may result in personal injury, illness, permanent disability, and/or death to you and members of your family.
2. You understand that the risk of becoming exposed to or infected by COVID-19 at KST may result from the actions, omissions, or negligence of yourself or others including, but not limited to, KST employees, volunteers, and participants and their families. You voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to yourself, members of your family, and any other individuals with whom you may ultimately have contact--including,

but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense, of any kind (collectively "Claims")--that you, members of your family, and any other individuals with whom you ultimately have contact may experience or incur in connection with you and/or your family's attendance at KST.

3. You attest that: (i) you are not experiencing any symptom of COVID-19, including cough, shortness of breath or difficulty breathing, fever, chills, muscle pain, headache, sore throat or new loss of taste or smell; (ii) you have not travelled to the United States or internationally within the last 14 days; (iii) you have no reason to believe that you have been exposed to someone with a suspected or confirmed case of COVID-19; and (iv) you have not been diagnosed with COVID-19 and not yet cleared as noncontagious by health authorities.

4. You hereby release, covenant not to sue, discharge, agree to hold harmless and indemnify KST Congregation, its employees, agents, officers, directors and other representatives, from and against all Claims, including all liabilities, claims, actions, damages, costs and expenses of any kind arising out of or relating thereto. You understand that this release includes any Claims based on the actions, omissions, or negligence of KST, its employees, agents, officers, directors and representatives, or any other persons, whether a COVID-19 infection occurs before, during, or after participation in any of the Shul's programs.

By submitting your registration, you confirm that you have read, understand, and agree to all the terms and provisions of this Release and Waiver of Liability Relating to Coronavirus/COVID-19.