



Waiver and Release of Liability

This Waiver and Release of Liability (the "Waiver") is made and entered into as of _____ by and between Beth Am Synagogue, a Maryland religious organization (the "Synagogue"), and _____ (the "Participant").

WHEREAS the Synagogue is planning an event at _____ [*give location and some flavor that it will involve swimming, etc. – if not in Maryland, we'll need to act back in governing law below*] (the "Event") to be held on July 27, 2024; and

WHEREAS the Participant desires to participate in the Event or, if the Participant is under 18 years of age, the parent or guardian of the Participant on behalf of the Participant, desires that the Participant participate in the Event.

NOW, THEREFORE, in consideration of the Participant being allowed to participate in the Event and the mutual covenants contained herein, the parties agree as follows:

1. **Assumption of Risk.** The Participant acknowledges that participation in the Event involves inherent risks, including the risk of physical injury, drowning, property damage, and/or death. The Participant assumes full responsibility for all risks, injuries, damages, or losses which may be sustained by the Participant as a result of or arising out of the Participant's participation in the Event.
2. **Waiver and Release.** The Participant hereby waives, releases, and discharges the Synagogue, its officers, directors, trustees, employees, volunteers, agents, and representatives (collectively, the "Released Parties") from all claims, demands, losses, liabilities, and causes of action (collectively, "Claims") of any nature whatsoever, arising out of or relating to the Participant's participation in the Event. This includes, but is not limited to, Claims arising from the negligence (but not gross negligence or willful misconduct) of the Released Parties, or any of them.
3. **Medical Authorization.** The Participant hereby authorizes the Synagogue to seek emergency medical attention for the Participant, if necessary, in the event of an injury sustained by the Participant during the Event. The Participant agrees to be responsible for all costs associated with such medical attention.
4. **Indemnification.** The Participant agrees to indemnify the Released Parties against and hold harmless the Released Parties from any and all damages, actions, causes of action, claims, judgments, costs of litigation and attorneys' fees, which may in any way and at any time result from the Participant's participation in the Event
5. **Interpretation.** It is the intention of the Parties that, if any provision of this Waiver shall be held invalid or unenforceable in any respect, such provision shall be enforced to the maximum extent permitted by law, and the remaining provisions of this Waiver shall continue in full force and effect.

6. **Entire Agreement.** This Waiver constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

The undersigned acknowledges that the undersigned has read the preceding Waiver and the undersigned understands its content and acknowledges that the undersigned (or minor on whose behalf this is executed) participates in the Event at the undersigned's (or such minor's) own risk.

IN WITNESS WHEREOF, the parties have executed this Waiver as of the date first written above.

Beth Am Synagogue

By: _____

Name: Alex Pomerantz

Title: Executive Director

Participant (or Parent/Guardian if Participant is under 18 years of age)

Participant Signature _____

Print Name: _____

Date: _____

Address: _____