

**MACHANEH YISRAEL DAY CAMP
WAIVER OF LIABILITY**

Camp Event Sponsor: Machaneh Yisrael Day Camp Inc., d/b/a CMY
Property Owner: Yeshiva of South Shore
Camp Event Site: 1170 William St, Hewlett, NY 11557
Camp Event Date: June 27, 2023 to August 17, 2023

Child's name: _____ (hereinafter "Child")

THIS DOCUMENT IS A RELEASE AND WAIVER OF LIABILITY BY YOU ON BEHALF OF BOTH YOURSELF AND YOUR CHILD, AN ASSUMPTION OF RISK BY YOU ON BEHALF OF BOTH YOURSELF AND YOUR CHILD, AN INDEMNITY AND AGREEMENT TO HOLD HARMLESS BY YOU PERSONALLY ON YOUR OWN BEHALF AND YOUR CHILD'S (this "Waiver"). IT IS A LEGALLY BINDING EXPRESS STATEMENT THAT YOU ON BEHALF OF BOTH YOURSELF AND YOUR CHILD ASSUME MANY RISKS, AND RELEASE AND WAIVE LIABILITY THAT YOU, YOUR CHILD, OR YOUR CHILD'S FAMILY OR HEIRS MIGHT HAVE AGAINST THE CAMP EVENT SPONSOR AND/OR THE OWNER OF THE PROPERTY ON WHICH THE CAMP EVENT WILL TAKE PLACE.

Please read this Waiver carefully in its entirety prior to signing.

Acknowledging that the pandemic has not completely abated and in consideration of being permitted to participate in Summer Camp 2023 at Machaneh Yisrael Day Camp Inc. d/b/a CMY, (hereinafter "CMY") and all related activities (the "Camp Event"), including, but not limited to, any and all climbing, rope activities, swimming, sporting, socialization and recreational events, travel, and any and all activities related thereto at the above-mentioned Camp, all of which may necessarily include regular close physical contact with and proximity to other Campers and employees and consultants of CMY (collectively, the "Activities"), I hereby for Child, for Child's parents, including myself, and for each of our current or future spouses, children, heirs, and personal representatives acknowledge that Child would not be allowed to participate in the Camp Event if I did not carefully review, approve and sign this Waiver, and I therefore agree to the following terms and conditions:

1. I hereby represent and warrant that I am a custodial parent of Child with the full power and authority to enter into this Waiver on behalf of Child.

2. On behalf of Child, Child's parents, including myself, and each of our current or future spouses, children, heirs, and personal representatives, I hereby forever release, waive and discharge CMY and each of their respective parent entities, subsidiaries, affiliates, related companies, predecessors, successors, current and former agents, partners, officers, members, managers, directors, insurers, attorneys, employees, volunteers, representatives, and assigns (collectively, the "Camp Event Sponsor") from any and all claims, demands, and causes of action arising from or relating to any personal physical or mental injuries that Child suffers at the Camp Event or while Child is at, nearby or traveling to or from the Camp Event Site.

3. The personal physical or mental injuries mentioned above include any and all adverse health consequences related in any way to the contracting of contagious diseases including, but not limited to, those related to the pandemic. These consequences could

include permanent health impairment even upon recovery from such disease because such permanent health impairment has been found in many cases of patients who recover fully from the direct infection, and they could G-D forbid include death.

4. I understand that, in this Waiver, if reference is made to the Camp Event Sponsor or to the Property Owner, that reference includes all of their parent entities, subsidiaries, affiliates, related companies, predecessors, successors, current and former agents, partners, officers, members, managers, directors, insurers, attorneys, employees, volunteers, representatives, and assigns. In the same manner that the Camp Event Sponsor cannot control many risks, neither can any other individuals affiliated with the Camp Event Sponsor.

5. I understand that the Activities and the associated physical interactions and close proximity which they may entail are inherently dangerous and that Child risks serious injury related to the pandemic and/or any contagious diseases (and the potential lifelong associated physical or psychological impairments) or death by participating in the Activities and that Child's participation in the Activities is entirely voluntary. I further understand that many risks of participating in the Activities cannot be foreseen and that neither the Camp Event Sponsor nor the Property Owner can possibly take steps to eliminate these risks because they are beyond the control of the Camp Event Sponsor and the Property Owner. I understand that neither the Camp Event Sponsor or the Property Owner carries or maintains health, medical, or disability insurance coverage for Child. Furthermore, I authorize CMY to test Child for any virus related to the pandemic at any time, at its sole discretion, during the course of Child's attendance at CMY.

6. I have investigated the steps that Camp Event Sponsor and the Property Owner have taken to mitigate these risks. I have had an opportunity to ask any question that I wanted to ask with regard to the Camp Event, the Camp Event Site, the Activities and the risks involved in any of them, and I am fully satisfied with the answers that I received. I know, understand and appreciate these and all other risks that are inherent in Child's participation in the Activities, and I hereby for myself and Child personally assume all such risks, whether foreseen or unforeseen.

7. I hereby agree, personally, to fully indemnify and hold harmless the Camp Event Sponsor and the Property Owner from any and all claims, actions, suits, medical expenses, costs, losses, expenses, damages, and liabilities, including all reasonable attorneys' fees (both in defending against claims by other parties and in enforcing this indemnity) and costs, incurred, brought, or threatened against the Camp Event Sponsor or the Property Owner in connection with Child's participation in the Activities for contracting any virus related to the pandemic and/or other contagious diseases.

8. Should any part of the indemnification be void as against public policy, the indemnity shall be deemed and construed not to cover any liability only to the extent that my indemnity for it would be void as against public policy.

9. I hereby agree on behalf of Child, Child's parents, including myself, and each of our current or future spouses, children, heirs, and personal representatives not to sue or institute any lawsuit or any other proceeding against the Camp Event Sponsor or the Property Owner or any other party in connection with Child's participation in the Activities or any matters released or rights waived in this Waiver.

10. This Waiver is the entire agreement between the Camp Event Sponsor and Property Owner on the one hand, and me on the other hand, relating to its subject matter. This Waiver may not be amended, modified or terminated, except by a written agreement signed by me and someone authorized to sign on behalf of each of the Camp Event Sponsor and the Property Owner. I, therefore, understand that it may not be amended, modified or terminated in any conversation that I have with any personnel of the Camp Event Sponsor or the Property Owner.

11. I agree that this Waiver is intended to be as broad and inclusive as permitted by the laws of the state in which the Camp Event takes place. I agree that if any clause or provision of this Waiver shall be held invalid by any court, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Waiver, which shall continue to be enforceable, and I specifically direct any such court to amend or revise this Waiver so that the intention of the parties to eliminate or reduce the liability of the Camp Event Sponsor and the Property Owner is realized to the fullest extent legally permissible.

12. I have, hereby, been informed that because of the uncertainty caused by the pandemic and the financial burdens being placed on the Camp Event Sponsor and the Property Owner due to the Mandatory Guidelines being imposed by the State of New York and/or local authorities, the entire tuition/fees paid to Camp Event Sponsor for Child's participation in Summer Camp 2023 at Machaneh Yisrael Day Camp Inc. d/b/a CMY, is non-refundable for any reason, including, but not limited to, Child being unable to participate in all or part of Summer Camp 2023 at Machaneh Yisrael Day Camp Inc. d/b/a CMY, due to the pandemic and/or any contagious diseases, or being required by any governmental authority to shut down, in part or in full, Summer Camp 2023 at Machaneh Yisrael Day Camp Inc. d/b/a CMY or to limit any of its activities.

13. I understand that this Waiver is a binding legal document. I have been advised to consult with an attorney before signing it. I have had an opportunity to consult with an attorney and consulted with such attorney if I so desired.

Name and Relationship to Child (must be a custodial parent with full legal authority to sign this Waiver) [Please Print]

Signature

Date