

**RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISKS
and
INDEMNITY/HOLD HARMLESS AGREEMENT
for use of
TORAH OHR HEBREW ACADEMY SWIMMING POOL**

1. Defined terms under this Agreement:

“Shul” – Torah Ohr Hebrew Academy, Roslyn Torah Ohr, Rabbis, WCA Renovations , Officers, Directors, Board Members

“Minors” – shall mean the following minors who are the children, foster children, wards or otherwise legal responsibility of the Users. ,

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

[Please print names of all minors above.]

“Released Parties/Releasees” – shall mean the Shul and the Shul’s managing agent, and each of the above-named parties’ partners, officers, directors, committee chairpersons, committee members, agents, management company(s), contractors, employees, servants, successors or assigns.

“Swimming Pool/pool/permises” – shall mean the Shul’s swimming pool located at 52 Mineola Avenue Roslyn Estates, NY 11576 and it’s grounds, buildings, including but not limited to the fields, and the courts.

“Users” – shall mean each signatory to this document and each signatory’s Minors, guests, groups, heirs, successors, representatives and assigns.

2. The undersigned Users do hereby execute this Release, *Waiver of Liability, Assumption of Risks and Indemnity/Hold Harmless Agreement* (the “Agreement”) for himself/herself/their self and his/her/their heirs and any of their Minors, guests and invitees and acknowledges the inherent risks involved in the use of the Shul’s Swimming Pool, which risks include, but are not limited to bodily injury, disability, sickness, disease or death from using the Swimming Pool. Users also acknowledge and understand that use of the Swimming Pool by Users, as defined below, is potentially dangerous and that the type of injury or damage described above, and more can occur when using the Swimming Pool. **USERS UNDERSTAND THERE WILL BE NO LIFEGUARD ON DUTY DURING THE TIMES USERS WILL BE ALLOWED ACCESS TO SWIMMING POOL UNDER THIS AGREEMENT AS SET FORTH IN PARAGRAPH 3 BELOW AND AGREE TO ASSUME ALL RISKS ASSOCIATED THEREWITH.**
3. The allowed use of the Swimming Pool by Users, their Minors, their guests and invitees under this Agreement will be only on the dates and for the times set forth by the Shul.
4. Users understand and agree that each of his/her/their guests must (I) sign a Guest Release form promulgated by the Shul prior to allowing access to the Pool, and (II) list the guest/groups’ names and addresses attached hereto and incorporated herein for all purposes.
5. Any Users under the age of 18 years old must be accompanied by a User over the age of 18 years old.
6. Users must securely close the gate upon entering or exiting the Swimming Pool area. Any damages to the Shul resulting from a violation of this Paragraph 6 by Users will be the responsibility of the Users for which the Users do hereby agree to pay and indemnify and hold the Released Parties harmless therefrom.
7. Users agree to clean up any trash or other items left by Users in the Swimming Pool or in the vicinity after each use. Any damages to the Swimming Pool, Shul personal property in the Swimming Pool area or to any Shul property by Users under this Agreement will be the responsibility of the Users. Should the Shul have to pay for any clean-up or damages by Users under this Agreement, same must be reimbursed by the Users to the Shul within ten (10) days of being invoiced by the Shul. The shul has the full right to charge the Credit Card on file.
8. In exchange for being permitted to use Swimming Pool and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the undersigned Users, for himself/herself/their self, release and agree not to make or bring any claim of any kind against the Released Parties for: (1) any injury (including death), disabilities, disease or sickness to Users, Minors or their guests and invitees related to the use or operation of the Swimming Pool; (2) any damage to personal property whether or not caused by the negligence of the Released Parties or not; or (3) any other cause arising out of or related to Users, Minors or their guests and invitees use of the Swimming Pool.
9. In consideration for being allowed to use the Swimming Pool under this Agreement, and for other good and valuable

consideration, the sufficiency of which is hereby acknowledged:

TO WAIVE ANY AND ALL CLAIMS that I/we/them have or may have in the future against the Releasees relating to my/our/their participation in the Swimming Pool and use of the facilities;

TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury, expense, or other cost that I/we/them may suffer or that my next of kin may suffer in connection with my participation in the swim sessions due to any cause whatsoever, INCLUDING NEGLIGENCE ON THE PART OF THE RELEASEES;

TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability to property, or personal injury to, any third party, resulting from my participation in the swim sessions

USERS AGREE TO INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS FROM LIABILITY OR CLAIMS, DEMANDS, DAMAGES AND COSTS FOR OR ARISING OUT OF: (1) ANY DAMAGE, INJURY, DISEASE, SICKNESS OR DEATH TO USERS OR THEIR MINORS, GUESTS OR INVITEES RELATED TO THE USE OR OPERATION OF THE SWIMMING POOL; OR (2) ANY DAMAGE OR LOSS TO PERSONAL PROPERTY CAUSED BY OR RELATED TO THE USE OR OPERATION OF THE SWIMMING POOL. USERS UNDERSTAND, ACKNOWLEDGE AND STIPULATE THAT THIS INDEMNITY AGREEMENT INCLUDES ANY SUCH CLAIMS, DEMANDS, DAMAGES AND COSTS ARISING OUT OF NEGLIGENCE ON THE PART OF THE RELEASED PARTIES.

10. Users stipulate and agree that invalidation of any term(s) or provision(s) of this Agreement by judgment or other court order shall not affect any of the other terms or provisions and such other terms and provisions shall remain in full force and effect.
11. Users agree that the venue for any legal proceedings shall be in a Jewish Orthodox Religious court, aka Bet Din.
12. Users understand and agree the Shul may terminate this Agreement at any time.
13. Users agree that he/she/they/we will be responsible for any and all fees, dues in occurrence of using the pool as set forth, and all legal fees incurred by the Shul for any proceeding or action brought under or with relation to this Agreement.

I/We hereby acknowledge that **THERE IS NO LIFEGUARD ON DUTY** and that **THIS IS A SWIM AT YOUR OWN RISK FACILITY**, even when lifeguard is present.

I/we understand that when bringing a group/guests, I/we am/are fully responsible for enforcing all the safety rules/guidelines, including but not limited to hire a lifeguard, and the safety of all the guests/group participant, and any legal issues that will be associated with their use. Also I/we am/are responsible for all related financial responsibilities .

I/we agree to abide by all the related CDC/Health Department guidelines, including but not limited to the COVID-19 pandemic.

I/We hereby acknowledge that we have read the Pool Rules and Guidelines attached and hereby accept them and agree to abide by each such Rule and Guideline, as may be amended from time to time without prior notice.

That this Waiver, Release, and Agreement is fully effective and shall be effective and binding upon me/us/them, and my/our/their heirs, next of kin, executors, administrators, and assigns, or anyone else authorized to act on my/our/their behalf or on behalf of my/our/their estate.

I/we have read and understood this document. I/we am/are aware that by signing this document, I/we am/are waiving certain legal rights that I/we may have against the Releasees, and I/we fully agree to do so.

The terms of this Agreement agreed to and accepted by:

User Signature

Date of Birth

Date

User Name Printed

Address

Email/Phone

User Signature

Date of Birth

Date

User Name Printed

Address

Email/Phone

Witness Signature

Address

Witness Name Printed

Phone

Email