**Sample**

**Please review with your insurance company and legal counsel**

**WAIVER, RELEASE, COVENANT NOT TO SUE,**

**AND INDEMNITY AGREEMENT**

 To induce \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [insert name of congregation] to permit me to attend in-person religious services or other programming at the synagogue located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 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.
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.
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 **(a)** which I have released, waived and covenanted not to sue on, pursuant to paragraph 3 above, and **(b)** 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.
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.
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.
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.
8. WEREFORE, I have executed this Waiver, Release, Covenant Not To Sue, and Indemnity Agreement on the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Printed Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ACCEPTED:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[INSERT NAME OF CONGREGATION]

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Acknowledgement

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

 : ss.:

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

 On the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, appeared before me, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, to me personally known or who was identified by me based upon \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; and who, by me being duly sworn, did depose and say that (s)he is the individual who executed the above instrument, intending to be bound thereby.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Notary Public