



Participant Waiver and Release of Liability and Indemnity Agreement
Regarding attendance at the Mikveh

PLEASE READ CAREFULLY. THIS IS A RELEASE OF LEGAL RIGHTS.

I, the undersigned, hereby acknowledge that usage of the Mikveh of the American Jewish University, involve known, unknown, anticipated and unanticipated risks which may result in physical or emotional injury, paralysis, death or damage to Participant and his or her personal property. The safety and well-being of all Participants is the primary and utmost concern the Mikveh staff. Therefore, in consideration of Participant's attendance and use of the services I, the undersigned, , expressly agree and promise as follows:

1. I acknowledge and represent that Participant's usage is purely voluntary, and Participant elect to have Participant use the Mikveh in spite of any and all risks.
2. I accept and assume all risks and responsibility for the losses and/or damages that may result from such bodily, physical or emotional injuries, disability, paralysis or death related to or arising from, directly or indirectly, use of the services, equipment or facilities at the Mikveh , however caused and whether caused in whole or in part by the actions, inactions, omissions, or negligence (active or passive) of AJU and/or AJU Releasees (as defined below) or other persons.
3. **WAIVER OF LIABILITY/LAWSUITS:** I hereby forever release, waive, relinquish, and discharge the Mikveh and AJU and its representatives, including, without limitation, all parent, subsidiary, and affiliated organizations, their respective agents, employees, servants, directors, officers, staff, volunteers, assigns and successors, and each of them (collectively "AJU Releasees"), from any and all related claims, demands, liabilities, rights, damages, expenses, and causes of action of whatever kind or nature, and other losses of any kind (including, without limitation, attorneys' fees and costs, whether or not an action is brought, on appeal or otherwise), whether known or unknown, foreseen or unforeseen, (collectively, "Claims and Damages") related to or arising from, directly or indirectly, my entering onto the Mikveh or other surrounding AJU property, and/or utilizing any services, equipment and facilities at the Mikveh including, without limitation, Claims and Damages for bodily, physical or emotional injuries, partial and/or total disability, paralysis, death, disease, property losses or any other loss or economic damages to me and/or my child(ren), whether based on or caused by the negligence (active or passive) of AJU and/or any AJU Releasees or any other persons the Mikveh or otherwise by third parties. I hereby further agree and promise not to sue AJU and any AJU Releasees for any and all

Claims and Damages arising, directly or indirectly, from my attendance or accessing or utilizing any services, equipment and facilities at the Mikveh.

4. **INDEMNIFICATION:** I hereby agree and promise to indemnify, defend and hold harmless AJU and AJU Releasees from any and all Claims and Damages relating to or arising from, directly or indirectly, my usage of the Mikveh and use of any services, equipment or facilities at the Mikveh, and whether caused or alleged to be caused in whole or in part by the actions, inactions, omissions, or negligence (active or passive) of AJU and/or any AJU Releasees or any other persons or otherwise by third parties.
5. In the event of illness or injury of Participant, I do hereby consent that Participant may receive any medical, surgical or dental diagnosis or treatment, hospital care, and emergency transportation considered necessary in the best judgment of the attending physician, surgeon, or dentist and performed under the supervision of a member of the medical staff of the hospital or facility furnishing medical or dental treatment and care.
6. In the event, AJU and/or AJU Releasees incur attorney's fees and costs in enforcing this Agreement, I agree to pay all such attorney's fees and costs.
7. I expressly agree that the foregoing release, waiver, and indemnity provisions are intended to be as broad and inclusive as is permitted by the laws of the State of California. If any provision of this Agreement is held invalid by a court of law, it is agreed that the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the laws of the State of California.
8. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement. This Agreement may be executed and exchanged by electronic means, including facsimile, e-mail of pdf copies of original physical signatures, and/or electronic signatures certified or verified by a widely recognized and accepted e-signature provider, and each counterpart when executed shall have the efficacy of a signed original. Photographic, facsimile, e-mailed pdf copies of such physically, and/or certified or verified electronically signed counterparts may be used in lieu of the originals for any purpose.
9. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between the parties with respect to the subject matter of this Agreement. No statements, promises, or agreements whatsoever, in writing or verbal, in conflict with the terms of this Agreement have been made by AJU Releasees which in any way modify, vary, alter, enlarge, or invalidate any of the provisions hereof and/or obligations herein stated. This Agreement may be amended and modified only in writing signed by the parties hereto. This Agreement cannot be amended or modified orally, but only by an instrument in writing executed by the party against whom enforcement, modification or discharge is sought.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT RELATING TO THE MIKVEH AND USE OF THE SERVICES, EQUIPMENT AND FACILITIES AT THE MIKVEH AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE TO ME. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM AJU AND/OR AJU RELEASEES IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, ANY ILLNESS, INJURY OR DEATH RELATED TO OR ARISING FROM, DIRECTLY OR INDIRECTLY, THE MIKVEH AND USE OF THE SERVICES, EQUIPMENT AND FACILITIES AT THE MIKVEH. I UNDERSTAND AND THAT THIS AGREEMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS. IF SIGNING ON BEHALF OF MINOR PARTICIPANT: I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD(REN) AND/OR LEGAL WARDS AND I REPRESENT AND WARRANT THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR PARTICIPANT.