

Minor Participant Waiver of Liability Release, and Indemnification of All Claims

In consideration of _____'s (minor participant's name) participation in the Torah Tots - Camp Gan Israel of the Arts (hereinafter known as "Summer Program") programs and facilities, we, _____ and _____ the parents/guardian of the above-named minor (the "Minor Participant") execute this Waiver of Liability, Release, and Indemnification of All Claims to confirm our understanding regarding certain risks inherent in participation in Summer Programs and facilities.

1. We understand that the Coronavirus SARS-CoV-2 (which causes the disease now commonly known as COVID-19) ("COVID-19") is an extremely contagious virus that spreads easily through person-to-person contact. Federal and state authorities recommend social distancing as a means to prevent the spread of the virus. Contracting COVID-19 can lead to severe illness, personal injury, permanent disability, or death. We acknowledge that participating in Summer Programs or accessing Torah Tots Academy, Inc. (hereinafter known as "Torah Tots Preschool") and Friends of Chabad of Boca Raton, Inc. (hereinafter known as "Chabad of Boca Raton") facilities could increase the Minor Participant's risk of exposure to and contracting of COVID-19. Torah Tots Preschool and Chabad of Boca Raton in no way warrants, guarantees, or represents that COVID-19 infection will not occur through participation in our Summer Programs or accessing Torah Tots Preschool and Chabad of Boca Raton facilities.

2. We acknowledge that social distancing measures as recommended by CDC guidelines will not be in place in the Summer Programs or between participants.

3. We hereby certify, on behalf of ourselves and the Minor Participant, that we have full knowledge of the nature and extent of the risks inherent in accessing a Torah Tots Preschool and Chabad of Boca Raton facility or participating in programs at a Torah Tots Preschool and Chabad of Boca Raton facility and we hereby acknowledge that we are voluntarily, knowingly, consciously, and willingly ASSUMING SAID RISKS.

4. We certify, on behalf of ourselves and the Minor Participant, that the Minor Participant is not currently infected with COVID-19 and is not exhibiting symptoms of COVID-19, including fever, cough, sore throat, shortness of breath or any other symptoms publicized by the Centers for Disease Control and Prevention ("CDC") as indicative of COVID-19 infection.* Furthermore, we agree to notify Torah Tots Preschool and Chabad of Boca Raton immediately if myself, the Minor Participant, any member of my household, or any member of the Minor Participant's household become infected with COVID-19 or develop or exhibit any symptoms.

* <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>

5. We understand that the CDC has declared that certain segments of the population are more vulnerable to COVID-19 infections and are more susceptible to more serious outcomes if infected, including death, and therefore need to take extra precautions.* We hereby acknowledge that if the Minor Participant is in one of these vulnerable groups that we are

choosing, on the Minor Participant's behalf, for him or her to participate in Summer Programs and that we have not received any representation, guarantee, or warranty from Torah Tots Preschool and Chabad of Boca Raton that its programs or facilities have been made suitable for increased protection of these vulnerable groups.

*<https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/index.html>

6. We agree to notify Henni Wolvovsky via ganizzy@halperintorah tots.com and Pam Turk via pamturk@halperintorah tots.com if we or anyone in our household believes that we have been exposed to any person infected with COVID-19 or if we have traveled or will travel to an area of increased risk for contraction of COVID-19. We understand that in any of these events we or members of our household may be refused admission to Torah Tots Preschool and Chabad of Boca Raton facilities or programs for at least 14 days based on increased risk of COVID-19 exposure to other summer participants.

7. We understand and agree that Summer Program staff may check the Minor Participant's temperature prior to entry into any Torah Tots Preschool and Chabad of Boca Raton facility or participation in any Summer Programs. We understand that if the Minor Participant has a temperature of 100 degrees farenheight or higher he or she will not be admitted into any Torah Tots Preschool and Chabad of Boca Raton facility or program.

8. We understand and agree that as part of the Minor Participant's participation in Summer Programs or use of Torah Tots Preschool and Chabad of Boca Raton facilities, the Minor Participant or other members of the Minor Participant's household, may be required to wear face coverings while interacting with Summer Program facility staff or other program participants. We agree, on behalf of ourselves and the Minor Participant, that refusal to wear face coverings may result in exclusion from Torah Tots Preschool and Chabad of Boca Raton facilities or programs.

9. We are aware that participation in Torah Tots Preschool and Chabad of Boca Raton facilities or programs may expose us or the Minor Participant to a contagious illness, including but not limited to COVID-19, and we agree to INDEMNIFY AND HOLD HARMLESS the Summer Programs for any possible exposure or illness that may result due to the Minor Participant's attendance and participation in Summer Programs or access of Torah Tots Preschool and Chabad of Boca Raton facilities.

10. In consideration of the Minor Participant's participation in the summer programs and ongoing access to Torah Tots Preschool and Chabad of Boca Raton facilities, we, _____ and _____, the undersigned parents or guardians of the Minor Participant, on behalf of myself, my heirs, representatives, executors, administrators, and assigns, HEREBY DO RELEASE Torah Tots Preschool and Chabad of Boca Raton, its officers, directors, employees, volunteers, agents, representatives and insurers ("Releasees") from any causes of action, claims, or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I, the Minor Participant, my heirs, representatives, executors, administrators and assigns may have, now or in the future, against Torah Tots Preschool and Chabad of Boca Raton and Summer Programs on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to the

use of the Torah Tots Preschool and Chabad of Boca Raton facilities and equipment or participation in the Summer Programs whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of Releasees.

11. We agree that this Waiver of Liability is complementary to, and does not negate, replace, or amend any prior Waivers or documents executed by me in my association with or prior participation in Torah Tots Preschool and Chabad of Boca Raton programs.

12. We certify that we are of lawful age and otherwise legally competent to sign this agreement and that we have legal capacity to act as the parent/guardian of the Minor Participant. We further understand that the terms of this agreement are legally binding and certify that we are signing this agreement, after having carefully read it, of my own free will. We further understand that by signing this agreement, we are giving up our right to bring a court action to recover compensation or obtain any other remedy for any personal injury or property damage however caused arising out of my participation in Summer Programs and Torah Tots Preschool and Chabad of Boca Raton facilities, now or at any time in the future.

Print: _____
Minor Participant's Name (Print Clearly)

Signed: _____ Date: _____
Parent / Guardian

Signed: _____ Date: _____
Parent / Guardian