

EMPLOYEE NAME: _____ (**“Employee”**) **DATE:** _____

IMPORTANT: READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS IS A LEGALLY BINDING DOCUMENT. IT IS UNDERSTOOD THAT THIS FULLY SIGNED FORM MUST BE SUBMITTED BEFORE ANY EMPLOYEE IS ALLOWED TO PARTICIPATE IN ANY IN-SCHOOL ACTIVITY

I _____ am a teacher, staff member or am otherwise employed by Joan Dachs Bais Yaakov/Yeshivas Tiferes Tzvi (“JDBY-YTT”). Due to the 2019-2020 outbreak of the novel Coronavirus (“COVID-19”), JDBY-YTT is taking extra precautions with the care of every employee and student to include enhanced sanitation/disinfecting procedures in compliance with CDC guidelines.

I acknowledge that in consideration for, and as an express requirement of my continued participation in school activities, the sufficiency of such consideration being hereby acknowledged, I agree to not sue, and waive any claims against, past, current, and future officers, directors, employees, members, volunteers, contractors, representatives, parents, owners, affiliates, agents, successors, and assigns (hereinafter referred to jointly and severally as "the JDBY-YTT Entities") for any and all damages, injuries, losses, liability, claims, causes of action, litigation, or demands, including but not limited to those for personal injury, sickness, pain or death, as well as property damages and expenses, of any nature whatsoever, in any way related to COVID-19 in connection with my participation in the school activities and travel to and from the forgoing.

ASSUMPTION OF RISKS. I understand that while JDBY-YTT has undertaken reasonable steps to lessen the risk of transmission of COVID-19 in connection with the school activities, JDBY-YTT is not responsible in any manner for any risks related to COVID-19 in connection with any school activities. I further understand that COVID-19 is a highly contagious and dangerous disease, and that contact with the virus that causes COVID-19 may result in significant personal injury or death. I am fully aware that participation in any school activities (including traveling to and from such activity) carries with it certain inherent risks related to COVID-19 transmission (“Inherent Risks”) that cannot be eliminated regardless of the care taken to avoid such risks. Inherent Risks may include, but are not limited to, (1) the risk of coming into close contact with individuals or objects that may be carrying COVID-19; (2) the risk of transmitting or contracting COVID-19, directly or indirectly, to or from other individuals and objects; and (3) injuries and complications ranging in severity from minor to catastrophic, including death, resulting directly or indirectly from COVID-19 or the treatment thereof. Further, I understand that the risks of COVID-19 are not fully understood, and that contact with, or transmission of, COVID-19 may result in risks including but not limited to loss, personal injury, sickness, death, damage, pain and expense, the exact nature of which are not currently ascertainable, and all of which are to be considered Inherent Risks. I hereby voluntarily accept and assume all risk of loss, personal injury, sickness, death, damage, pain and expense arising from such Inherent Risks. Furthermore, I represent and warrant that I do not suffer from any medical condition or disease that might in any way hinder or prevent me from performing my duties as an employee, including, to my knowledge, COVID-19.

This Agreement shall be binding on my heirs, executors, administrators, successors, and assigns. I expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by applicable laws, and that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. This Agreement contains the entire understanding of the parties relating to the subject matter, and shall not be altered, amended, waived or supplemented in any manner whatsoever except by a written agreement signed by both parties hereto or their duly authorized representatives. This Agreement may be executed, made and delivered electronically.

To the maximum extent permitted by applicable law, I hereby waive any right to trial by jury with respect to such issue to the extent that any such right exists now or in the future. This waiver of right to trial by jury is given knowingly and voluntarily. The parties to this agreement stipulate that this agreement shall be considered to have been entered into in Chicago, Illinois, and that any interpretation of the terms of this agreement shall be made under Illinois law.

Employee Name: _____

Employee Signature: _____