

WAIVER INSTRUCTIONS:

ALL NESHAMAH FAMILY MEMBERS, GUESTS AND PHOTOGRAPHER MUST SIGN THE WAIVER.

ALL ATTENDEES CAN SIGN ONE WAIVER OR SEPARATELY. USE AS MANY SIGNATURE PAGES AS NEEDED.

SIGNATURES MUST BE ORIGINALS FOR EACH PERSON.

THIS WAIVER IS DUE TO RABBI RADER'S ASSISTANT, ELLEN LAPIN (ELAPIN@NIBOCA.ORG), BY 5 PM ON THE FRIDAY 1 WEEK PRIOR TO THE SERVICE DATE.

ATTENDEES AT THE SERVICE MUST HAVE PHOTO ID TO MATCH THE WAIVER SIGNATURE.

NESHAMAH ACKNOWLEDGEMENT AND WAIVER

The Neshamah Institute, Inc., a Florida non-profit corporation (“Neshamah”) is striving to be proactive to address concerns and questions that may arise from congregants who attend Neshamah’s services (the “Congregant”). The Congregant and the guardian of the Congregant who will attend Neshamah (“Guardian” who along with the Congregant may be referred to herein collectively, as the “Congregants”) hereby acknowledge that Congregants have received a blood and antibody test from a physician of the Congregants’ choice for the Congregants and that the Congregants and any members of their family or persons who reside with Congregants are not sick with the COVID-19 coronavirus outbreak (the “Virus”). Congregants acknowledge that they shall come into contact with other persons at Neshamah and that Neshamah can not assure that the Congregants will not be exposed to the Virus while attending Neshamah and services at Neshamah and therefore Congregants are assuming the risk of attending Neshamah and attending the shul at which Neshamah holds its services including, without limitation, the shul at Century Village located in Boca Raton (collectively, the “Shul”). Neshamah is taking the following steps to address concerns related to the Virus. Neshamah offers masks and gloves at the front door of Neshamah, there shall be hand sanitizer available throughout Neshamah and Neshamah is also conducting temperature checks of all Congregants on their initial entry into Neshamah. By entering Neshamah, Congregants hereby affirm and attest to Neshamah that Congregants: (a) have not in the last fourteen (14) days had any close contact with anyone who is either confirmed or suspected of being infected with Virus, including anyone who was experiencing or displaying any of the known symptoms of Virus (which are listed in item (c) below); (b) Congregants have not in the last month traveled to a restricted area that is under a Level 2, 3, or 4 Travel Advisory according to the U.S. State Department (including China, Italy, Iran, and most of Europe); and (c) Congregants do not currently experience or display, and Congregants have not in the last fourteen (14) days experienced or displayed, any of the following symptoms: Elevated temperature or fever of 100.4 F or higher, cough, shortness of breath and/or difficulty breathing, loss of smell and/or taste, fatigue, muscle aches, chills, shaking, or persistent headaches. If Congregants have experienced any of these systems, Congregants shall not enter Neshamah or the Shul. If any of the above circumstances or symptoms occur after the Effective Date, Congregants shall immediately report such symptoms or circumstances to the Director of Neshamah.

If Congregants exhibit symptoms of the Virus, the flu or flu like symptoms, then Neshamah shall have the right to require the Congregants to not attend Neshamah or enter the premises where Neshamah is located and Congregants waive any right to object to such required absence from Neshamah. Neshamah also reserves the right to terminate Congregants from attending Neshamah and Congregants from entering the property of Neshamah or the Shul at any time without penalty in Neshamah’s sole discretion. Upon termination of Congregant for any reason from attending Neshamah’s events, Congregants and their successors, beneficiaries and assigns hereby waive any rights to any refunds or any other payments including, without limitation, any rights of action against Neshamah, the Shul or the insurance company of Neshamah. If Congregants have the Virus or believe the Congregants have the Virus, then Neshamah urges the Congregants to seek medical attention for Virus. Neshamah hereby requires Congregants to notify Neshamah’s Director if Congregants have been exposed, have symptoms and/or have tested positive for the Virus. Such Congregants should contact Neshamah’s Director by telephone and email and should not attend Neshamah. If Neshamah has a Congregant with a positive test for the Virus, Neshamah shall send home that Congregant until they are released by their physician in writing to return to Neshamah and shall be required to provide written proof of a negative test of the Virus. All Congregants who worked closely with that Congregant or been in contact with the Congregant should first consult and follow the advice of their healthcare providers or public health department regarding the length of time to stay at home and hereby hold harmless and release Neshamah, and its directors, officers, employees, contractors and attorneys from any and all liabilities, claims, actions, damages, bodily harm, physical illness, any complications relating to the Virus and any other claims, personal injury, death or bodily harm including, without limitation, attorneys’ fees and costs. **This Agreement does not constitute legal or health advice from Neshamah and Congregants have consulted with their own medical professional regarding the Congregants’ health. Congregants have also reviewed this Agreement with Congregants attorney and Neshamah has not provided any legal advice. Congregants also acknowledge that Congregants have not been coerced nor forced to sign this Agreement.** Congregants hereby jointly and severally waive any right of action and hold Neshamah, and its directors, employees, officers and attorneys and the Shul and its directors, employees, officers and attorneys harmless for any liabilities, claims, damages, causes of action, judgements, bodily injury, death, incapacity, tort actions, or other harm to Congregants’ health including, without limitation, attorneys fees and costs

arising from the Virus, Virus like symptoms or any related systems or variations and all other liabilities, claims, actions, damages, causes of action, class action, bodily harm, physical illness, any complications relating to the Virus and any other claims, personal injury, death or bodily harm or mental harm including, without limitation, attorneys' fees and costs. If any of Neshamah's employees or Congregants have been exposed to the virus but only found out after they had interacted with other Congregants, Neshamah will take the same precautions as noted above with respect to Neshamah sending home potentially infected employees or Congregants that they came into contact with. Due to privacy laws including, without limitation, HIPAA, Neshamah may not disclose or confirm the names of employees or Congregants on quarantine or with a diagnosis of Virus. Congregants understands that the Americans with Disabilities Act and other privacy laws prohibit Neshamah from disclosing Congregants' medical/health information. In the interest of the health of Neshamah's Congregants and others with whom Congregants may have had contact on Neshamah's site or the Shul's site, however, Congregants authorize Neshamah to disclose to employees at Neshamah and to other Congregants and to others (i.e., Congregants, other guardians and family members), whom Congregants may have encountered at Neshamah's site, that Congregant has tested positive for the Virus or that Congregants have been exposed to the virus. Neshamah has advised Congregants that Congregants are not required to do so. Further, Neshamah did not seek to coerce or pressure Congregant to permit the disclosure. Congregant acknowledges that Neshamah has encouraged Congregants to wash Congregants' hands frequently with soap and hot water for at least 20 seconds, avoid close contact with people who are sick, take simple measures to ensure cough and sneeze etiquette: cover Congregants' mouth and nose with a tissue or Congregants' sleeve (not Congregants' hands) when coughing or sneezing, avoid touching Congregants' eyes, nose, and mouth with Congregants' hands, routinely clean all frequently touched surfaces in Congregants' space and doorknobs, if Congregant is sick, stay home and seek medical attention and if Congregant has symptoms of Virus, please ask to be tested for the Virus by Congregant's physician.

This Agreement is made pursuant to, and shall be interpreted in accordance with, the laws of the State of Florida, and its validity, construction, and all rights hereunder shall be governed by Florida law. If any provision of this Agreement should be invalid or unenforceable, the remaining provisions hereof shall continue to be fully effective. **Congregants further acknowledges that Congregants are not entering into this Agreement under any form of duress or coercion, that Guardian is the legal guardian of the Congregant where applicable, that no other signatures are required to authorize the foregoing and for this release to be legally effective on behalf of Congregants and that Congregants are entering into this Agreement under Congregants' own free will believing this Agreement to be in Congregant's best interests.** Congregants acknowledge and represent that Jonathan D. Louis, P.A. only represents Neshamah and does not represent any of the Congregants and that Congregants have been urged to seek independent counsel to review this Agreement and Congregants have not been coerced to sign, review or enter into this Agreement. The terms of this Agreement shall be kept confidential by Congregants. Neither the terms of this Agreement nor any matters occurred hereunder shall be disclosed by Congregants or by anyone acting on behalf of Congregants to any other person or entity other than to a law firm representing Congregants. In any action filed on this Agreement, including an action for breach, the prevailing party shall be entitled to recover its costs, including reasonable attorney's fees incurred in such action, from the non-prevailing Party including any appeals and collection of any judgment as well as any fees and costs related to any motion to obtain an award of fees and costs under this provision. Each Party to this Agreement expressly consents to the exclusive jurisdiction in the courts of Miami-Dade County, Florida and any litigation arising out of this Agreement shall exclusively be instituted in Miami-Dade County, Florida. Facsimile signatures shall be treated as original signatures.

IN WITNESS WHEREOF, the undersigned has hereunto set his hands and seals as of the Effective Date.

WAIVER SIGNATURE PAGE

BNAI MITZVAH FAMILY NAME

BNAI MITZAH DATE

	PRINT NAME	SIGNATURE	RELATIONSHIP Neshamah family, Guest, Photographer	Plane Travel: 2 weeks prior to service date YES/ NO
1				
2				
3				
4				
5				

	PRINT NAME	SIGNATURE	RELATIONSHIP Neshamah family, Guest, Photographer	Plane Travel: 2 weeks prior to service date YES/ NO
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