

FLORIDA MINOR RELEASE AND WAIVER OF LEGAL LIABILITY

THIS IS YOUR RELEASE AND WAIVER OF LIABILITY (the "Release"). You individually and on behalf of your minor child, release the Mandel Jewish Community Center of the Palm Beaches, Inc. "Mandel JCC", its officers, directors, board members, employees, volunteers, agents, independent contractors, other participants and/or others acting on its behalf (collectively, "JCC"). **You agree that this Release is effective immediately.**

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE Mandel JCC USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE JCC IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE JCC HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

MEDICAL RELEASE: I hereby give permission for emergency medical treatment be administered to my child as deemed appropriate.

INSURANCE: YOU ARE EXPECTED TO HAVE YOUR OWN HEALTH INSURANCE FOR YOU AND YOU MINOR CHILD. You should understand that the JCC does not carry health insurance to cover injuries and losses that may befall you.

PHOTOGRAPHIC RELEASE: I consent to be photographed and to allow Mandel JCC's use of any photos of myself or my minor child at its sole discretion.

ARBITRATION: You individually and/or on behalf of your minor child and we agree that any controversy, dispute, or claim ("Claim") by either you or us against the other, or against the employees, agents, or assigns of the other, whether based on contract, tort, or any other legal basis or theory, that arises from or relates to (a) this Agreement, (b) services rendered by us pursuant to this Agreement, or in connection with any Mandel JCC programs and/or activities you or your minor child participate, (c) the relationships that result from this Agreement, or (d) the validity, scope, enforceability, or applicability for this arbitration provision to a Claim shall be resolved by binding arbitration. You individually and on behalf of your minor child or we may choose either the American Arbitration Association ("AAA") or a local Florida Arbitration Forum to conduct any Arbitration proceeding. If either is unwilling or unable to conduct the arbitration proceeding, or if you or we are unable to agree on another arbitrator, we will substitute another national or regional arbitration organization.

Name of Participant Child

Date

Individually and as Parent and/
Legal Guardian

Date

Individually and as Parent and/
Legal Guardian

Date