

Marcus Jewish Community Center of Atlanta Participant Waiver

I/We (the “**Undersigned**”) do hereby agree to the following as a program participant of the Marcus Jewish Community Center of Atlanta, Inc. (the “**MJCCA**”). In connection with the participation in MJCCA activities (“**Activities**”) and/or use of MJCCA facilities (“**Facilities**”), the Undersigned (i) on his or her behalf, (ii) on behalf of his or her personal representatives, heirs, next of kin:

1. Hereby acknowledges that participation in the activities and /or use of the MJCCA Facilities and premises, is voluntary and may be declined at any time, and that any and all of the Activities involve hazards and risks of injury, some of which are known, and some of which are unknown, but all of which are inherent and are understood to be part of the Activities to be undertaken. The Undersigned hereby freely and voluntarily acknowledges these risks.
2. Hereby acknowledges that Coronavirus, COVID-19 is an extremely contagious virus that spreads easily through person-to-person contact. Federal and state authorities recommend social distancing as a mean to prevent the spread of the virus. COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Participating in MJCCA Activities or accessing MJCCA Facilities could increase the risk of contracting COVID-19. MJCCA in no way warrants that COVID-19 infection will not occur through participation in MJCCA Activities or accessing MJCCA Facilities.
3. Hereby releases, waives, discharges and covenants not to sue the MJCCA and all of its directors, officers, board members, trustees, employees, volunteers, agents, contractors and sponsors, including any agent who assists in the performance of the Activities and/or use of MJCCA Facilities (hereinafter “**Releasees**”), for any and all loss, damage or expense to the Undersigned, and any claims or demands therefore on account of injury to the person or property, or resulting in the death of the Undersigned arising out of or related to (i) the Undersigned’s participation in the MJCCA Activities and/or use of MJCCA Facilities; (ii) transportation of the Undersigned to or from MJCCA Activities and/or use of MJCCA Facilities, or (iii) any dental or medical assistance or treatment of the Undersigned, whether caused by the negligence of the Releasees or otherwise.
4. Hereby assumes full responsibility for any risk of bodily injury, including but not limited to permanent disability, death or property damage arising out of or related to the Undersigned’s participation in the Activities, transportation of the Undersigned to or from Activities, and/or use of the MJCCA Facilities, and any dental or medical assistance or treatment of the Undersigned, whether caused by the negligence of the Releasees or otherwise.
5. Hereby agrees that this release extends to all acts of negligence by the Releasees, including rescue operations or procedures and is intended to be as broad and inclusive as is permitted by the laws of the State of Georgia and if any portion of this release is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.
6. In accordance with Georgia law, the MJCCA hereby provides this Notice: WARNING! Under Georgia Law, an equine activity sponsor or equine professional is not liable for any injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to Chapter 12 of Title 4 of the Official Code of Georgia Annotated.
7. Hereby gives permission to the MJCCA and its directors, officers, employees, coaches and managers to provide routine health care and to administer any over the-counter medications as deemed necessary by any of the foregoing.
8. Hereby authorizes the MJCCA to take, use, and publish photographs, video or audio recordings, or quotations from interviews of me/my family members which may be used for editorial, fundraising, and/or promotional and advertising purposes and in any manner and medium; and to alter and composite the same without restriction and without inspection or approval. I agree that there is to be no financial compensation for said use or publication, and hereby releases the MJCCA and persons functioning under its authority from all claims and liability relating to the same. I understand that to revoke this photo/video/testimonial release, I must do so in writing to the MJCCA Membership Department, membership@atlantajcc.org.

Refund Policy: Please be advised that the MJCCA operates on an MJCCA credit-only policy and does not issue any refunds unless otherwise advised and approved. Refunds are not available on tickets for plays, concerts, special events, or holiday programs. Refund policies for camps and preschools are stated in their registration materials.

Weapons Policy: The MJCCA prohibits members and guests from bringing onto MJCCA property dangerous weapons or unauthorized materials such as explosives, firearms (either concealed or otherwise), knives, or other similar items that might be considered dangerous or that could cause harm. MJCCA property is defined as all MJCCA-owned or leased buildings and surrounding areas such as sidewalks, walkways, driveways and parking lots under the MJCCA’s ownership or control. The MJCCA reserves the right at any time and at its discretion to conduct lawful searches for the purpose of determining whether any weapon has been brought onto its property or premises in violation of this policy.

Immunization Policy: I certify that my child is up to date on all required immunizations appropriate for the child’s age. If not, I agree to provide appropriate documentation for a medical exemption. (Certification by parent or legal guardian required).

Automatic Membership Renewal Policy for Those Enrolled in MJCCA Programs: Programs offered at the MJCCA require a current center membership, unless otherwise stated. When registering for one of these programs, members acknowledge that a membership is required throughout the entire program. If your membership renewal date occurs prior to or during the time of the program, your membership will automatically renew at prevailing rates and dues will be charged to the credit card provided for registration on a monthly basis unless other payment arrangements have been made with the membership department. If a credit card is not provided, it is the member’s responsibility to contact the membership department and make payment arrangements.

By providing your contact information, the MJCCA reserves the right to send you (via email or direct mail) information regarding upcoming programs and events of interest to you. We do not share this information with entities outside the MJCCA, except with the Jewish Federation of Greater Atlanta.

I have read the MJCCA Participation Waiver, fully understand its terms, understand that I have given up substantial rights by my signing it, and have signed it freely and voluntarily.

UNDERSIGNED:

Signature: _____ Print Name: _____ Date: _____

Address: _____ City: _____ State: _____ Zip: _____



The MJCCA is welcoming to people of all faiths, ages, and backgrounds.