

**ST. EPHREM YOUTH PROGRAM INC.
RELEASE AND WAIVER OF LIABILITY**

ADULT MEMBER NAME (PLEASE PRINT) _____
ADULT MEMBER NAME (PLEASE PRINT) _____
CHILD MEMBER NAME (PLEASE PRINT) _____
CHILD MEMBER NAME (PLEASE PRINT) _____
CHILD MEMBER NAME (PLEASE PRINT) _____
CHILD MEMBER NAME (PLEASE PRINT) _____

IN CONSIDERATION for being permitted to utilize the facilities and equipment of the St. Ephrem Youth Program Inc. and organized under the St. Ephrem Youth Program Inc., owned and/or operated by the St. Ephrem Parish of the Roman Catholic Diocese Of Brooklyn and Queens and/or for my children listed above to so participate for any purpose, including, but not limited to, entering and any use of facilities or equipment of or by St. Ephrem's Youth Program including the Roman Catholic Diocese of Brooklyn and Queens ("RCDOB"), the parishes within RCDOB and the Catholic Academies within RCDOB, the undersigned, on behalf of himself or herself and such participating children and any personal representatives, heirs, and next of kin (hereinafter referred to as "the undersigned") hereby acknowledges, agrees and represents that the undersigned has carefully considered such premises, equipment and facilities and that the undersigned finds and accepts same as being safe and reasonably suited for the use or participation by the undersigned and such participating children.

In addition, the undersigned acknowledges that novel coronavirus ("COVID-19") infections have been confirmed throughout the United States, including thousands of cases in New York City. In accordance with the most recent guidance and protocols issued by the World Health Organization (WHO), the Centers for Disease Control and Prevention (CDC), and other federal, state and local guidance for slowing the transmission of COVID-19, the undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating children shall visit or utilize the facilities of the St. Ephrem Youth Program inc., within 14 days after (i) returning from highly impacted areas subject to a CDC Level 3 Travel Health Notice, (ii) exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice, or (iii) exposure to any person who has a suspected or confirmed case of COVID-19. The undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating children shall visit or utilize the facilities of St. Ephrem Youth Program Inc. if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough, shortness of breath, sore throat, vomiting, loss of taste or smell, headache, muscle pain, nausea or diarrhea or (ii) has a suspected or diagnosed/confirmed case of COVID-19. The undersigned agrees to notify St. Ephrem Youth Program immediately if the undersigned believes that any of the foregoing access restrictions may apply.

St Ephrem Youth Program Inc., under the guidance of the CYO has taken reasonable steps to implement recommended guidance and protocols issued by the public health agencies for slowing the transmission of COVID-19, including, without limitation, the access restrictions set forth above. The undersigned acknowledges and agrees that St. Ephrem may revise its procedures at any time based on updated recommended guidance and protocols issued by the public health agencies and further agrees to comply with St. Ephrem's revised procedures prior to utilizing the facilities of St. Ephrem. The undersigned fully understands and appreciates both the known and potential dangers of utilizing the facilities, CYO and acknowledges that use thereof by the undersigned and/or such participating children may, despite St. Ephrem Youth Program's reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER ST. EPHREM FACILITIES FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO, USE OF FACILITIES OR EQUIPMENT, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

THE UNDERSIGNED, ON HIS OR HER BEHALF AND ON BEHALF OF SUCH PARTICIPATING CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE ST. EPHREM YOUTH PROGRAM INC., ST. EPHREM PARISH, CYO, RCDOB, the parishes within RCDOB and or the Catholic Academies within RCDOB, their directors, officers, employees, volunteers and agents from all liability to the undersigned or such participating children and all personal representatives, assigns, heirs, and next of kin of the undersigned or such participating children for any loss or damage, and any claim or demands on account of any property damage or any injury to, or an illness or the death of, the undersigned or such participating children (or any person who may contract COVID-19, directly or indirectly, from the undersigned or such participating children) whether caused by the negligence, active or passive, of ST. EPHREM YOUTH, CYO, RCDOB, the parishes within RCDOB and or Catholic Academies within RCDOB or otherwise while the undersigned or such participating children are in, upon, or about the premises or any facilities or equipment therein at ST. EPHREM YOUTH PROGRAM, CYO, RCDOB, the parishes within RCDOB and or the Catholic Academies within RCDOB.

THE UNDERSIGNED further expressly agrees that the foregoing RELEASE AND WAIVER OF LIABILITY is intended to be as broad and inclusive as is permitted by the laws of the State of New York and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM ST. EPHREM YOUTH PROGRAM INC., ST. EPHREM PARISH, CYO, RCDOB, THE PARISHES WITHIN RCDOB AND OR THE CATHOLIC ACADEMIES WITHIN RCDOB IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT ANY FACILITY USED AND OR OPERATED BY CYO AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE FOR ALL CLAIMS. IF SIGNING ON BEHALF OF MINOR: I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD(REN) AND/OR LEGAL WARDS AND I REPRESENT AND WARRANT TO ST. EPHREM, CYO, AND RCDOB THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).

I have read and understand the terms of this Release and Waiver of Liability, and Indemnity Agreement and agree to its terms.

Dated: _____

Emergency Contact Name _____

Signature _____

Emergency Contact Phone # _____

Emergency Contact Email _____