

Koleinu, Boston's Jewish Community Chorus, Inc.

Participant Waiver of Liability and Acknowledgment of Policies as Related to the CORONAVIRUS/COVID-19 September 2025

I, the undersigned, derive personal satisfaction and benefit from my participation in the activities of Koleinu, Boston's Jewish Community Chorus, Inc. ("Koleinu"), such as rehearsals, performances, workshops, social events, and other functions (collectively, "functions"). In consideration of the opportunity for me to participate in or attend a function, I agree as follows:

I understand that an inherent risk of exposure to COVID-19 exists in any place where people gather. COVID-19 is an extremely contagious disease that can lead to severe illness and death. I understand that I may increase my risk of exposure to the Coronavirus/COVID-19 by participating in Koleinu functions, whether outdoors or inside a building. I am knowingly and voluntarily participating in the functions of Koleinu with an express understanding of the dangers involved in exposure to communicable illnesses, including but not limited to COVID-19, and knowingly assume and accept all such risks.

I have read, understand, and agree to comply with Koleinu's COVID-19 POLICY, and to comply with any updated or changed terms of such policy as available on Koleinu's website (<https://koleinu.org/koleinu-covid-19-policy>) or otherwise.

More specifically, I understand and acknowledge that Koleinu's current COVID-19 POLICY provides, among other things and with respect to participation in any Koleinu function, that:

- Wearing masks is optional;
- Compliance with state guidance for Covid vaccination is **strongly recommended**, but not required; and
- Social distancing during rehearsals is up to each individual's comfort with singing in (close) proximity to others, although performances may require limited opportunity for spacing.

I further acknowledge that, if I participate in a Koleinu function, I do so voluntarily. I agree that as a condition of participating in a Koleinu function, I will:

- Be mindful of the possibility of spreading infection to others, and I will not participate in a Koleinu function in person: if I experience any symptom of illness consistent with any Coronavirus/COVID-19 variant, including but not necessarily limited to cough, fever, chills, muscle pain, headache, sore throat, or runny nose; **or** if I have newly tested positive (with or without symptoms) for a Covid infection **within the last 5 days**;
- Immediately inform Betsy Cohen (Koleinu President) if I become ill or test positive for COVID within 5 days after attending a Koleinu function so that other Koleinu members may become aware of possible exposure (infected member's confidentiality will be maintained);
- Abide by any rule or guidance required by Koleinu or the hosting facility of any Koleinu function as such rules or guidance may be changed or updated; and
- Respect other Koleinu members and their choices regarding masking and distancing.

I acknowledge that Koleinu has not provided, and that its COVID-19 POLICY does not constitute, medical advice, and that Koleinu makes no guarantee that I will not become infected with the Coronavirus/COVID-19 or any cold or virus. By participating in a Koleinu function, I understand, accept and assume full responsibility for all risks arising from or relating in any way to my participation in such function regardless of the nature of such risks, including any specific risks related to factors such as age, health, or pre-existing conditions.

I hereby release, covenant not to sue, waive, and forever discharge any and all liability, claims, and demands of whatever kind or nature against Koleinu and its directors, officers, board members, employees, volunteers, and members (collectively, the "Released Parties"), in law and in equity, to the fullest extent permissible by law. I understand and agree that this release includes any claims based on the conduct, actions, omissions, or negligence of the Released Parties, including but not limited to claims based on death, bodily injury, illness, economic loss or out of pocket expense, which I, my heirs, assigns, next of kin, and/or legally appointed or designated representatives, may have or which may accrue on my behalf, which arise from my participation in a Koleinu function. I understand that this waiver means I give up my right to bring any claims for any of the foregoing or other causes and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen. I agree to this waiver and release in consideration for the opportunity to participate in Koleinu functions.

I have carefully read this Participant Waiver of Liability and Acknowledgement of Policies (this "Waiver") and Koleinu's COVID-19 POLICY (<https://koleinu.org/koleinu-covid-19-policy/>), I fully understand the terms of both documents, I sign this Waiver freely, and I understand that my signature means I have given a full release of liability to the Released Parties to the fullest extent permitted by law and agree that I will comply with by Koleinu's COVID-19 Policy as currently written and as it may be updated or amended.

This Waiver supersedes any prior similar waiver and agreement regarding my participation in Koleinu functions and shall remain in effect for the current and all future years unless specifically superseded by a successor waiver agreement, or until Koleinu informs its members in writing that the precautions listed herein are no longer necessary and in force.

Signature: _____

Printed Name: _____

Date: _____