

## DPJCC COVID-19 REOPENING PROTOCOLS

The David Posnack Jewish Community Center (“DPJCC”), is taking proactive steps to safely re-open our common areas and facilities for our members, their families, visitors, guests, and our staff, beginning with the \_\_\_\_\_ . According to the Centers for Disease Control and Prevention (CDC) (online resources: [www.cdc.gov/coronavirus](http://www.cdc.gov/coronavirus)), you can take steps to protect yourself, and others from the 2019 Novel Coronavirus (COVID-19). The CDC advises:

- The virus is thought to spread mainly from person-to-person. Recent studies indicate that people who are infected but do not have symptoms (also known as asymptomatic individuals) likely also play a role in the spread of COVID-19.
- The virus can also survive on surfaces and spread to individuals who touch those surfaces.
- There is currently no vaccine to prevent coronavirus disease 2019 (COVID-19).
- The best way to prevent illness is to avoid being exposed to this virus.

With that in mind, the DPJCC will take those safety and sanitary precautions with regard to its facilities, consistent with CDC and OSHA Guidelines, and we ask that all DPJCC members, guests, visitors and parents/guardians join us in this effort. The CDC and other medical authorities advise that **SYMPTOMS of COVID-19** can range from mild to severe and can include:

- **Fever (100.40F) or higher**
- **Cough**
- **Shortness of breath, difficulty breathing**
- **Running nose**
- **Sneezing**
- **Muscle Pain**
- **Tiredness**
- **Symptoms and isolation periods will be updated periodically as information becomes available following the emergence of a pandemic virus strain.**

While there is currently no vaccine to prevent COVID-19, the below is a non-exhaustive list of things you can do to keep your family (and our communities) healthy.

- Wash your hands often with soap and water for at least 20 seconds. If soap and water are not available, use hand sanitizer. Look for one that is 60% or higher alcohol-based. Avoid making your own hand sanitizer. If made incorrectly, it can burn the skin.
- Reduce close contact with others by practicing physical or “social distancing.” This means staying home as much as possible and avoiding groups.
- If you do need to in a public setting, be in close physical contact with others (closer than six feet), return to work (as permitted by local or state authorities) or run an essential errand like going to the grocery store or pharmacy for your family, the CDC recommends wearing a face mask or other cloth face covering.

- Cough and sneeze into a tissue (make sure to throw it away after each use!) or cough and sneeze into your arm or elbow, not your hands.
- Avoid touching your face; teach your children to do the same
- Clean and disinfect your home and your belongings as usual using regular household cleaning sprays or wipes.
- Wash clothing, towels, childrens' stuffed animals or other plush toys, following manufacturer's instructions in the warmest water possible and dry them completely.

**We further encourage you to follow any and all federal, state, or local government advice, guidance directives and protocols, and to take any and all reasonable precautionary measures to protect yourself, your loved ones, and the other members, guests and visitors of the DPJCC.**

**BEGINNING MAY \_\_\_\_, 2020, THE DPJCC WILL ALLOW USE OF THE \_\_\_\_\_ FOR ONLY THOSE INDIVIDUALS WHO EXECUTE THE ATTACHED AGREEMENT. THE ATTACHED AGREEMENT WILL APPLY TO ALL ADDITIONAL AREAS OF THE PREMISES AND ACTIVITIES (BOTH DEFINED BELOW) RE-OPENED IN AN ORDER DETERMINED BY THE DPJCC.**

THE DPJCC RESERVES THE RIGHT (IN ITS SOLE DISCRETION) TO CLOSE OR LIMIT THE USE OF THE COMMON AREAS, THE PREMISES OR LIMIT ACTIVITIES OR TAKE ANY OTHER ACTIONS IN ITS SOLE DISCRETION SHOULD ADDITIONAL OUTBREAKS OF COVID-19 OCCUR, OR ANY OTHER CIRCUMSTANCES REQUIRE ADDITIONAL CLOSURES OR LIMITATION.

**BRIEF LIST OF RULES FOR USE:** Members, visitors, guests, and staff shall comply with all posted signage and rules established by the DPJCC.

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**ACKNOWLEDGEMENT, RELEASE and WAIVER of LIABILITY AGREEMENT**

**FOR LOSS, INJURY OR ILLNESS (including COVID-19)**

**WHEREAS**, the David Posnack Jewish Community Center (“DPJCC”) is the operator of a community center facility located at 5850 South Pine Island Road, Davie, Florida, including without limitation the drive aisles, parking lots, sidewalks, tennis courts, pickle ball courts, batting cages, athletic fields and all exterior and interior portions of the DPJCC facilities (collectively the “Premises”), and is willing to permit the individuals signing this Agreement and their minor child(ren) to enter onto and into the Premises to use the common areas, facilities and amenities for all intended uses (the “Activities”), upon the terms and conditions of this Acknowledgement, Release and Waiver of Liability Agreement (the “Agreement”);

**WHEREAS**, the undersigned member, visitor or parent/guardian acknowledges, affirms, represents and warrants that neither the member, visitor nor the child(ren) identified below has experienced symptoms of COVID-19, tested positive for COVID-19 or has been exposed to any individual who has tested positive for COVID-19 in the last 14 days; and

**WHEREAS**, to reduce the spread of COVID-19 to the members, visitors, guests, children and staff of the Premises, for good and valuable consideration, including but not limited to being provided access to and use of the Premises and participation in the Activities, the undersigned, on behalf of themselves and any minor children named below, hereby stipulate and agree that the above recitations are true and accurate, and further state, stipulate and agree to the below terms:

1. **Use of Premises.** I understand and agree that I or my child may only use the Premises for the purpose of engaging in the Activities and must advise the DPJCC of any change of circumstances in the health of any of us or of any exposure by any of us to someone who is exhibiting symptoms or has tested positive for COVID-19 until further notice. I also agree to review and comply with all written memoranda and posted signage regarding safety practices and restrictions of use.

2. **Assumption of Risk.** I understand and acknowledge that the Activities that take place on the Premises may be dangerous and may involve the risk that I or my child will contract a serious illness (**including COVID-19**) or injury, temporary or permanent disability, death, and/or property damage. I understand that both my presence on Premises and that the Activities that take place on the Premises may not be supervised and that the DPJCC does not provide medical services. I further acknowledge that any illness or injury sustained while on the Premises may be compounded by negligent or delayed medical service. I further acknowledge 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 means to prevent the spread of the virus. **COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Participating in DPJCC Activities, programs or accessing the Premises and/or DPJCC facilities could increase the risk of contracting COVID-19.** The DPJCC in no way warrants that COVID-19 infection will not occur through participation in Activities, DPJCC programs or through accessing the Premises.

**I VOLUNTARILY AND FREELY ASSUME ALL RISKS AND DANGERS THAT MAY OCCUR PURSUANT TO MY OR MY CHILD(REN)’S USE OF PREMISES AND PARTICIPATION IN THE ACTIVITIES ON THE PREMISES, INCLUDING THE RISK OF ILLNESS, INJURY, DEATH, OR PROPERTY DAMAGE.**

3. **Release from Liability.** I hereby agree, on behalf of myself, my child(ren), my heirs and my personal representatives or their heirs or personal representatives, to fully and forever discharge and release the DPJCC,

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the United Jewish Community of Broward County, Inc. d/b/a Jewish Federation of Broward County, their affiliates, and their respective partners, agents, operators, managers, employees, officers, directors, representatives and past and present Board Chairs and Presidents (“Released Parties”) from any and all claims I or my child(ren) may have or hereinafter have for any illness, injury, temporary or permanent disability, death, damages, liabilities, expenses and/or causes of action, now known or hereinafter known in any jurisdiction in the world, attributable or relating in any manner to my entry upon and use of the Premises or participation in the Activities, whether caused by the negligence of the DPJCC or any of the Released Parties or by any other reason. I acknowledge and agree that this Release and Waiver of Liability is intended to be, and is, a complete release of any responsibility of the Released Parties for any and all illness (including COVID-19 or other communicable disease or illness), personal injuries, temporary or permanent disability, death, and/or property damage sustained by me while participating in the Activities on or using the Premises.

4. **Covenant Not to Sue.** I agree, for myself, my child(ren) and any heirs, not to sue the Released Parties or initiate or assist in the prosecution of any claim for damages or cause of action against the Released Parties which I, my child or any heirs may have as a result of any illness, personal injury, death or property damage I or my child may sustain while participating in the Activities on or using the Premises.

5. **Responsibility for Personal Property.** I acknowledge and agree that I am fully and solely responsible for any of my property and personal belongings that I bring onto the Premises and that the DPJCC will not be responsible for or provide any security for my property and personal belongings.

6. **No Representations by the DPJCC.** I acknowledge that the DPJCC makes no representation as to the condition of the Premises or the safety of any structures or equipment (including sanitation and disinfection) that may be used at the Premises. I accept and shall use the Premises in its “AS IS” condition. I acknowledge and agree that I am not relying upon any representation or statement by the DPJCC or the DPJCC’s employees, agents, or representatives regarding this Agreement or the Premises, except to the extent such representations are expressly set forth in this Agreement, and any statements not expressly set forth within this Agreement shall have no force and effect and cannot form the basis for any cause of action later asserted.

7. **Governing Law and Venue.** This Agreement will be governed by and interpreted in accordance with the laws of the State of Florida, without giving effect to the principles of conflicts of law of such state. I agree that any action arising out of this Agreement must be brought exclusively in any state or federal court located in Broward County, Florida.

8. **Waiver.** No waiver of any term or right in this Agreement shall be effective unless in writing and signed by an authorized representative of the waiving party. The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Agreement thereafter.

9. **Survival and Severability.** Any provision of this Agreement providing for performance by either party after termination of this Agreement shall survive such termination and shall continue to be effective and enforceable. If any provision or portion of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

10. **Ratification; Entire Agreement; Modification; Binding Effect.** Except as herein provided, all other terms and conditions set forth in any agreement between the parties remains in full force and effect as written. In the event of a direct conflict between this Agreement and any other agreement between the parties, the terms of this Agreement control. This Agreement is the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes any prior agreement or communications between the parties, whether written, oral, electronic, or otherwise with respect to subject matter of this Agreement. No change, modification, amendment, or addition of or to this Agreement shall be valid unless in writing and signed by authorized

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representatives of the parties. This Agreement shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the parties.

11. **Award of Attorneys' Fees and Costs.** In the event of any dispute, litigation, or enforcement action(s) arising out of or related to this Agreement or any obligations set forth herein, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs through all appeals and including attorneys' fees related to litigating costs and attorneys' fees.

12. **Failure to Comply.** The DPJCC shall have the absolute right to prohibit any individual (or minor child if applicable) who fails to comply with this Agreement from participating in the Activities and/or request that they leave the Premises.

13. **Notice to Minor Child's Natural Guardian**

**NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN (as required by Florida Statute Section 744.301(3):**

**READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITIES. YOU ARE AGREEING THAT, EVEN IF THE DPJCC USES REASONABLE CARE IN PROVIDING THE ACTIVITIES, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THE ACTIVITIES 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 DPJCC 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 ACTIVITIES. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE DPJCC HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.**

14. **Jury Trial Waiver.** I HEREBY WAIVE, FOR MYSELF, MY CHILD(REN) AND ANY HEIRS, ANY RIGHT TO A TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT.

15. **Severance of Unenforceable Provisions.** If any paragraph or part of this Agreement is found void or unenforceable or is otherwise beyond what is allowable under law, including but not limited to any provision that would void or limit the waiver provided under Florida Statute Section 744.301, such provision shall be severed from the Agreement, and all other provisions of the Agreement shall remain in effect.

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I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ AND UNDERSTAND EACH OF THE ABOVE PROVISIONS. I ACKNOWLEDGE THAT I, PERSONALLY, OR MY CHILD/CHILDREN (IF APPLICABLE) IS/ARE NOT EXPERIENCING SYMPTOMS OF COVID-19 AND THAT I, PERSONALLY, OR MY CHILD/CHILDREN (IF APPLICABLE) HAS/HAVE NOT BEEN EXPOSED TO ANYONE WHO HAS TESTED POSITIVE FOR COVID-19 WITHIN THE LAST 14 DAYS. I ALSO ACKNOWLEDGE THAT I, AS PARENT OR GUARDIAN, HAVE NO SYMPTOMS OF COVID-19 AND HAVE NOT BEEN NOT BEEN EXPOSED TO ANYONE WHO HAS TESTED POSITIVE FOR COVID-19 FOR THE LAST 14 DATS. I AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT, AND I EXECUTE THIS AGREEMENT VOLUNTARILY AND FOR ADEQUATE CONSIDERATION INTENDING TO BE FULLY BOUND.

**PARENT OR GUARDIAN SIGNATURE REQUIRED:**

ADULT:

By: \_\_\_\_\_ (signature)  
Name: \_\_\_\_\_ (handwritten name)  
Date: \_\_\_\_\_

PARENT OR GUARDIAN (for minor children)

By: _____	AND ON BEHALF OF CHILD(REN):
Name: _____	CHILD Name(s): _____
Date: _____	CHILD Name(s): _____

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