

**JUDAISM YOUR WAY
2024 OTBM
TERMS AND CONDITIONS**

These terms and conditions apply to each Open Tent Be Mitzvah ("OTBM") Event and program (each, an "Event") hosted by Judaism Your Way ("JYW"). In these terms and conditions, "I," "me" and any other similar words mean, collectively, the person registering for any Event and all other persons such person registers or participates for any Event, including, but not limited to, any minor persons attending any Event. I represent and warrant that I am authorized to agree to these Terms and Conditions on behalf of each other person that I register for any Event, including, but not limited to, any minor persons.

PAYMENT AGREEMENT

I understand that enrollment and participation in any Event is contingent upon my continued payment. I understand that should I miss a payment, JYW staff will make all reasonable efforts to help me reinstitute payments. I understand that should I miss two payments (either consecutively or over the course of the payment plan), JYW reserves the right to terminate my participation in any Event until the remaining balance of the unpaid tuition is received in full. I understand that should I wish to end my participation in OTBM, I may cease payments. I agree to be financially responsible for the prorated amounts due based on the timing of participation cessation. I understand that the agreement of performance by JYW of any Event is subject to proven detention by sudden illness, accidents, acts of God, pandemic restrictions, or any other legitimate condition beyond the control of JYW. Every reasonable attempt shall be made to secure another JYW educator to instruct any Event at the agreed upon time. Should a JYW educator not be available, Events may be rescheduled at the discretion of JYW. I agree that JYW and its staff, contractors, volunteers, and agents assume no responsibility for injury, damages or losses incurred by me. JYW and its staff assume no responsibility for any items brought by me.

ACKNOWLEDGEMENT AND ASSUMPTION OF RISK ASSOCIATED WITH COVID-19

I understand COVID-19 is an infectious respiratory disease that can spread easily from person to person. I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by the COVID-19 virus by attending any Event and that such exposure or infection may result in, among other things, personal injury, acute and chronic illness, permanent disability, and/or death. I understand that the risk of becoming exposed to or infected by COVID-19 at any Event may result from my or

others' acts or omissions, including, but not limited to, acts or omissions of JYW employees and volunteers and their respective family members. JYW cannot and does not guarantee that I will not become infected with or exposed to COVID-19 if I attend any Event. My physical presence at any Event may increase my risk of contracting COVID-19, even if I am vaccinated, and even if I follow all safety procedures recommended or required by JYW, the Event location and/or any federal, state, or local governmental authority.

AGREEMENT TO PUBLIC HEALTH PRECAUTIONS

I agree to:

- Comply with all federal, state, and local laws, rules, regulations, orders, and guidance, including, but not limited to, those related to face coverings and physical distancing.
- Comply with each of JYW's and the Event location's requirements, signage, and floor markings, including, but not limited to, those related to face coverings and physical distancing.
- Not attend any Event if I have: (i) experienced any COVID-19 related symptoms in the 72-hour period immediately prior to the Event; or (ii) received a positive COVID-19 test within the 5 days immediately prior to the Event.
- After 5 days and being symptom free and fever free for 24 hours, I commit to wear a medical grade mask at all JYW events until ten days after testing positive.

If any law, rule, regulation, order, guidance, or requirement conflicts, I agree to comply with whichever is the most stringent.

RELEASE AND INDEMNIFICATION

To the fullest extent permitted by law, I release, covenant not to sue, and agree to hold harmless and indemnify JYW, its affiliates and its and their respective officers, directors, independent contractors, volunteers, employees, and agents (collectively, the "Released Persons"), from and against any loss, claim (whether brought by me or any third party), damage, liability, fee, cost, or expense, including without limitation court costs, costs of investigation and disbursement, and reasonable attorneys' fees, that any Released Person may incur that directly or indirectly arise from or otherwise relate to my attendance of or any occurrence at, or otherwise relating to, any Event, any action or inaction by any Released Person or any breach of or misrepresentation in these Terms and Conditions by me, except to the extent proven to have been caused by a Released Person. The foregoing release, covenant, and agreement to hold harmless and indemnify extend to claims for bodily injury of any kind and severity, property damage, and emotional distress.

MISCELLANEOUS

If any portion of these terms and conditions is held invalid or unenforceable, the remainder shall continue in full legal effect, and the court shall modify the invalid or unenforceable provision to the minimum extent necessary (i.e., for the maximum surviving release of liability and duty to indemnify and hold harmless) to make such provision valid and enforceable. These terms and conditions shall be governed by Colorado law. I agree not to bring any lawsuit directly or indirectly related to these Terms and Conditions or any Event anywhere other than in the city and county of Denver, Colorado. TO THE MAXIMUM EXTENT LEGALLY ALLOWED, I WAIVE TRIAL BY JURY IN ANY PROCEEDING RELATED TO THESE TERMS AND CONDITIONS OR ANY EVENT.