RWJBarnabas HEALTH | Newark Beth Israel Medical Center

Hannah's Kitchen Cooking with KidsFit- WAIVER AND RELEASE

Newark Beth Israel Center is offering cooking programs and cooking demonstrations, which may include one-on-one and group interaction and food tastings. You have the sole responsibility to contact your physician before participating in these programs and participating in any such activity including cooking, food demonstrations, and food tastings. You recognize that these activities may mean that you are near an open flame and other hazards and that any such activity in which food is involved may involve possible exposure to allergens (including food allergies), which you acknowledge and accept in its entirety.

Consent, Waiver, and Release of Liability

1. I hereby confirm that I understand the nature of activities offered by Newark Beth Israel Center (Center")
2. **I FULLY UNDERSTAND** that (a) the activities hosted by CENTER involve risks and dangers of **SERIOUS BODILY INJURY**, including permanent disability, paralysis and death ("Risks"); (b) these Risks and dangers may be caused by me or by the actions or inactions of others participating in the activity, the conditions under which the activity takes place; (c) there may be other risks and social and economic losses either known to me or not readily foreseeable at this time, and **I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES** incurred as a result of my participation in these activities hosted by the Center.
2. I understand that I may participate in activities through a virtual, at home, unsupervised program without access to emergency care that might be available if I participate in a program on the hospital's premises.
3. If I participate in at-home virtual programs, or any pre-recorded programs offered remotely by CENTER, I understand, accept and assume the possibility of additional risks caused by my failure to properly prepare the area in which the physical activities take place in my home, lack of supervision, or accidents or adverse reactions caused by my own equipment and supplies used in the activities.
4. I understand that my participation in the activities hosted by CENTER, are fully voluntary, and are not part of any medical treatment. If I do participate, I agree to listen to all instructions provided and act responsibly during the activities. I agree to stop and seek medical care if I do not believe I can safely continue.
5. I am confirming that I understand my own physical condition and capabilities, and that to the best of my knowledge after consultation with my treating physician(s), I am physically capable of participating in such activities. I further acknowledge that I am aware that the activities at the hospital's facilities may be conducted in facilities that are open to the public and/or employees of the hospital and/or its affiliates, during the activity. I also am confirming that any information I have shared with CENTER related to my physical capacity, limitations, injuries and health is truthful and that for so long as I continue to participate in activities hosted by the hospital, I am responsible for timely communicating to the staff any changes to my health or conditions or any other information that may affect my capabilities to participate in physical activity.
6. If at any time, any activities hosted by CENTER, in which I am participating are unsafe, I reserve the right, without penalty, financial or otherwise, to immediately discontinue further participation in the activity and bring such condition to the attention of the management.
7. I agree that I will limit my participation in the activities to reflect my personal level and will refrain from actions that could pose a danger to myself or others.
8. **I HEREBY RELEASE, DISCHARGE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS** RWJBarnabas Health, including Newark Beth Israel Center, and its affiliates, officers, agents, contractors, employees, volunteers, representatives, and successors from any and all liability, claims, demands, losses, or damages caused or alleged to be caused in whole or in party by my participation in any physical activities hosted by the Center.
9. Every term and provision of this Waiver and Release is intended to be severable, if any one or more provision is found to be unenforceable or invalid, said provision shall not affect the other terms and provision, which shall remain binding and enforceable.
10. I acknowledge and agree that this consent is valid for One (1) year. To withdraw my consent, I understand and agree that I must submit my withdrawal in writing to Newark Beth Israel Center, Attention: KidsFit Program Director.
11. I acknowledge and agree that CENTER and its affiliates and their directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific event or activity.
12. I hereby consent to receive medical treatment, which may be deemed advisable in the event of injury, accident, and/or illness during this activity or event.

13. I understand and agree to abide by the facility's then current COVID-19 precautions, including wearing a mask and social distancing.
14. I grant permission and consent to the CENTER, its assignees, all clinical providers involved in event (1) to send me text messages or emails using any email addresses I provide and (2) to use pre-recorded/ artificial voice messages and/or an automatic dialing device (an auto-dialer) in connection with any communications made to me or any related scheduled event.
15. I understand that CENTER or its designees may contact me as part of its' fundraising activities, as permitted by law. I have the right to tell them not to send me future fundraising communications.
16. I hereby authorize and consent to RWJ Barnabas Health, Inc., and its affiliates, including Newark Beth Israel Center and their employees and agents ("RWJBH") taking, recording, including through zoom meetings or otherwise, and using any photographs, moving pictures, videos of me, including events, whether in-person or virtually, including any RWJBH events ("Images") in any manner RWJBH chooses in its sole discretion, including use of any or all portions of my name and the Images in displays, publications, distribution, transmission, disclosing to media, streaming, including printed materials, internet, video, dvd, and cd or other form of distribution. I hereby agree that the RWJBH will not be required to pay any consideration or seek any additional approval in connection with such use of name and Images. I hereby irrevocably release, waive and forever discharge any and all claims, causes of action, demands, damages, rights, remedies, liabilities and obligations of whatever kind or character that I may have had, may now have, or may later assert (at law, in equity or otherwise) against the RWJBH arising pursuant to, in connection with or related in any way to the taking, use or disclosure of names and Images or any portion or aspect thereof.

The waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A CONSENT, RELEASE OF LIABILITY AND WAIVER CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

Print Participant's Name Age Date Signature (if under 18 years old, Parent or guardian must also sign)

PARENT / GUARDIAN WAIVER FOR MINORS (Under 18 years old)

The undersigned parent and natural guardian does hereby represent that he/she is, in fact, acting in such capacity, has consented to his/her child or ward's participation in the activity or event, and has agreed individually and on behalf of the child or ward, to the terms of the accident waiver and release of liability set forth above. The undersigned parent or guardian further agrees to save and old harmless and indemnify each and all the parties referred to above from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

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Participant's Authorized Representative Name Relationship to Participant**

_____

Participant's Authorized Representative Signature*** Date

_____ _____

Witness Name Date

_____

Witness Signature

Address: _____Phone: _____

****If you are the healthcare agent or guardian, please provide proof of your authority to act on behalf of the participant.**

***** If you are completing this form in-advance of the event, your signature must be witnessed. Please have a witness sign and date above.**