

Release and Waiver of Liability and Assumption of Risk

Re: Parking of Vehicle(s) in Parking Lot Overnight – FJMC Conference

In consideration of receiving permission from the Beth Emeth Bais Yehuda Synagogue (“BEBY”) to enter upon and use its facilities at 100 Elder Street (“Premises”) for the purpose of parking a vehicle overnight, on Monday July 1, 2019 from 5am to Sunday July 7, 2019 at 11pm, inclusive, and for other good and adequate consideration, the undersigned agrees as follows:

1. Waiver. The undersigned, to the fullest extent permitted under the laws of the Province of Ontario, hereby expressly waives the right, and the rights of his dependents, heirs, executors, administrators, assigns and other legal representatives, to sue or make any claim against BEBY, its officers, employees, directors, parent or affiliates, for losses, injuries, obligations, costs and expenses arising from or due to injuries to person or property sustained on the Premises, including injuries, losses, or damages caused by the active or passive negligence of BEBY, or the condition of the Premises or any other reason or cause.

2. Assumption of Inherent Risks: I have read the above paragraph and know that parking in an unattended parking lot contain inherent risks. I understand the risk and appreciate the types of losses, damages that may occur as a result of parking in an unattended parking lot at night. I hereby assert that my participation is voluntary and that I knowingly assume all inherent risks.

It is the express intention of the parties hereto that the provisions of paragraph 1 shall provide BEBY with the broadest protection possible as permitted by the laws of the Province of Ontario, that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect and any interpretation or construction of these terms shall be governed by the laws of the Province of Ontario.

Acknowledgment of Understanding: I have read this waiver of liability and assumption of risk agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Print Name _____

Signature _____ Date of Signature _____

Vehicle Plate Number and Description _____