

2022-2023 YJA In-Person Events COVID-19 Liability Waiver

Last Updated: 1/5/2023

COVID-19 SAFETY GUIDELINES

In light of the ongoing spread of COVID-19, individuals who fall within any of the categories below should not engage in YJA in-person events. By attending YJA in-person events, you certify that you do not fall into any of the following categories:

- 1. Individuals who have not been fully vaccinated against COVID-19 at least 14 days prior to the first day of the YJA in-person event by one of the following FDA approved vaccines: Pfizer-BioNTech (2 doses), Moderna NIAID (2 doses), or Johnson & Johnson's Janssen (1 dose), unless an exception applies, described in greater detail below:
- 2. Individuals who have not been fully vaccinated against COVID-19 at least 14 days prior to the first day of the in-person YJA event by one of the following WHO-approved vaccines: Covaxin (2 doses), BIBP/Sinopharm (2 doses), Sinovac (2 doses), Novavax/Covovax (2 doses), or Covishield (Oxford-AstraZeneca) (2 doses), and have not received at least a single dose (including booster dose) of one of the following FDA approved vaccines: Pfizer-BioNTech, Moderna NIAID, or Johnson & Johnson's Janssen.
- 3. Individuals who qualify as eligible by the FDA and have not received a single booster dose of either the Moderna NIAID or the Pfizer-BioNTech FDA-approved COVID-19 vaccines at least 14 days prior to the first day of the in-person YJA event.
- 4. Individuals who currently or within the past ten (10) days of the event have experienced any symptoms associated with COVID-19, which include fever, cough, and shortness of breath among others.
- 5. Individuals who believe that they may have been exposed to a confirmed or suspected case of COVID-19 or have been diagnosed with COVID-19 and are not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for their treatment.
- 6. Individuals who have not taken a valid PCR COVID-19 test or a rapid COVID-19 test and have not received confirmation of a negative result within 72 hours prior to the event's



start time, and have not provided proof of the confirmation with YIA prior to the event's start time nor have received approved exception, including but not limited to:

- a. A YIA Executive Board Member declaring COVID-19 testing as optional for the YJA in-person event in question
- b. Confirmation of testing positive for COVID-19 within 14 to 28 days of the in-person event
- 7. Individuals who are immunocompromised and have not received a doctor's approval to attend the in-person YIA event.

COVID-19 SAFETY PRECAUTIONS AND RECOMMENDATIONS

- 1. YJA highly encourages all individuals to wear N95 and KN95 facemasks indoors and outdoors during group activities regardless of vaccination status.
- 2. YJA highly encourages all individuals to get frequently tested (once a week/twice a week/etc.) in the weeks leading up to the in-person YJA event.
- 3. If attending a YJA event in a city/state/region outside of your own, YJA highly encourages all individuals to arrive in the city/state/region and within driving distance of the event at least two (2) days prior to the event start time. YJA highly encourages individuals to get tested for COVID-19 prior to departure to the city/state/region outside of their own and upon arrival in the host city/state/region of the in-person YJA event.

DUTY TO SELF-MONITOR

Participants and volunteers agree to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, runny nose, sore throat, cough, and shortness of breath) and contact YJA at health-team@yja.org if they experience symptoms of COVID-19 within 14 days after attending a YJA in-person event.

RELEASE AND WAIVER OF LIABILITY

This Release and Waiver of Liability (the "Release") is accepted on or after January 1st, 2023, by me (the "Attendee"), or if the Attendee is under the age of 18 on the date of the event, by a Parent or Guardian (the "Guardian"). The Attendee and/or the Guardian herein freely and voluntarily release and waive all responsibility from Federation of Jain Associations in North America ("|AINA") d/b/a Young Jains of America ("Y|A"), and all their directors, officers, employees, agents, coordinators, and volunteers during the Attendee's experience as a part of



the in-person events taking place during the YJA 2022-2023 year (October 2022 - September 2023), under the following terms:

- 1. Attendee and/or Guardian acknowledge that it is a requirement for the event that all Attendees be fully vaccinated against COVID-19 at least 14 days prior to the first day of the YJA in-person event, utilizing any of the following FDA approved vaccines: Pfizer-BioNTech (2 doses), Moderna NIAID (2 doses), or Johnson & Johnson's Janssen (1 dose). If the attendee has a legitimate reason for not being vaccinated, they should contact health-team@yja.org for further guidance prior to registering for this event.
- 2. Attendee and/or Guardian acknowledge that it is a requirement for the event that all who have received the following WHO-approved vaccines: Covaxin (2 doses), BIBP/Sinopharm (2 doses), Sinovac (2 doses), Novavax/Covovax (2 doses), or Covishield (Oxford–AstraZeneca) (2 doses), of one of the following FDA approved vaccines: Pfizer-BioNTech, Moderna NIAID, or Johnson & Johnson's Janssen as well.
- 3. Attendee and/or Guardian acknowledge that it is a requirement for the event that all Attendees who qualify as eligible by the FDA, have received a single booster dose of either the Moderna or Pfizer-BioNTech FDA-approved COVID-19 vaccines. If the attendee has received an alternative booster dose not listed above, or if the attendee has a legitimate reason for not receiving a booster dose, they should contact health-team@yja.org for further guidance prior to registering for this event.
- 4. Attendee and/or Guardian acknowledge that it is a requirement for some events that all Attendees must take a valid PCR COVID-19 test or a rapid COVID-19 test and receive confirmation of a negative result within 72 hours prior to the event's start time. Attendee must provide proof of the confirmation prior to the event's start time.
- 5. Attendee and/or Guardian acknowledge that JAINA, YJA, and all their directors, officers, employees, agents, coordinators, and volunteers may coordinate and conduct COVID-19 testing at the event and that it is a requirement that all Attendees participate.
- 6. Attendee and/or Guardian acknowledge that if the attendee is immunocompromised, the attendee must receive and present a doctor's approval to attend the in-person YJA event
- 7. Attendee and/or Guardian agrees that attendee will follow all YJA mask guidelines that are set prior to or during the event. This includes, but is not limited to wearing N95 and KN95 facemasks indoor and outdoor regardless of vaccination status, as instructed.



- 8. Attendee and/or Guardian agrees that attendee will follow all current State, Federal, CDC, and YJA guidelines and requirements if attendee tests positive for COVID-19 at the in-person YJA event. These guidelines and requirements include, but are not limited to wearing masks, quarantining, leaving the event, returning home, etc. Attendee and/or Guardian acknowledges that YJA is not responsible for any costs associated with following these guidelines and requirements.
- 9. Attendee and/or Guardian acknowledge that there may be risks associated with social gatherings due to the COVID-19 pandemic such as possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist. I hereby release JAINA, YJA, and all their directors, officers, employees, agents, coordinators, and volunteers from any claim whatsoever which may arise from this event. I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of JAINA, YJA, and all their directors, officers, employees, agents, coordinators, and volunteers.
- 10. Attendee and/or Guardian agrees that attendee will follow all current State, Federal, and CDC guidelines for the duration of the in-person event. In the case that an attendee refuses to adhere to the aforementioned health guidelines, the attendee and/or Guardian understands and agrees that YIA may expel the individual from the event upon its discretion. Attendee and/or Guardian agree to release, forever discharge and hold harmless JAINA, YJA and all their directors, officers, employees, agents, coordinators, and volunteers from any and all liability, claims, and demands of any kind or nature, either in law or in equity, resulting from any such expulsion from the event.
- 11. Attendee and/or Guardian hereby release and forever discharge JAINA, YJA, and all their directors, officers, employees, agents, coordinators, and volunteers from any claim whatsoever which may arise regarding any first-aid, medical treatment, and/or service rendered in connection with Attendee's actions or activities at the event including, but not limited to, in the case of a minor child, YJA's exercise of the power to consent to medical or dental treatment as under the executed this Release.
- 12. Attendee and/or Guardian hereby release, forever discharge and hold harmless JAINA, YIA and all their directors, officers, employees, agents, coordinators, and volunteers from any and all liability, claims, and demands of any kind or nature, either in law or in equity, which arise or may thereafter arise from Attendee's actions and activities at the event. Further, Attendee and/or Guardian understand that this Release discharges JAINA, YJA, and all their directors, officers, employees, agents, coordinators, and



volunteers from any and all liability or claim(s) that the Attendee may have against JAINA, YJA, and/or all their directors, officers, employees, agents, coordinators, and volunteers with respect to any bodily injury, personal injury, illness, death, or property damage resulting from Attendee's actions, negligence and activities at the event. Attendee and/or Guardian also understand and agree that JAINA, YJA, and all their directors, officers, employees, agents, coordinators, and volunteers do not assume any responsibility for and have no obligation to provide any assistance including, but not limited to, financial, medical, health or disability insurance in the event of injury or illness.