HADASSAH

DISCLAIMER, RELEASE AND INDEMNIFICATION OF HADASSAH
(To be signed by Parents who are traveling with children under the age of 21)

Please sign and return this release <u>BY MAIL</u> to:

Ayelet Tours
19 Aviation Road
Albany, New York 12205

NOTE: Your signature must be witnessed. A faxed or scanned copy of this release is not acceptable.

By registering myself and my child/children and having myself and my child/children participate in a Hadassah sponsored mission and associated travel to, from and within Israel and other countries, as applicable (the "**Mission**"), I (as used herein "I" includes myself, my child/children traveling with me, my family members, next of kin, heirs and representatives, agents, successors and assigns) agree to the following:

As used in this agreement, the term "Hadassah" includes Hadassah, The Women's Zionist Organization of America, Inc., Hadassah Medical Relief Association, Inc., Hadassah Office in Israel and each of their affiliates, related entities, predecessors, officers, directors, employees, volunteers, members, agents and representatives and their successors and assigns.

If I and/or my child/children are United States citizens or residents, I acknowledge that I have read, and understand the contents of the current "Travel Warnings and Alerts" issued by the U. S. Department of State[1] dated January 10, 2018 and January 11, 2018, respectively, to update information on the general security environment worldwide and in Israel, the West Bank, and the Gaza Strip and to reiterate threats to American citizens and U.S. interests in those locations. Current information on travel and security worldwide and in Israel, the Gaza Strip, and the West Bank may also be obtained from the Department of State by calling 1-888-407-4747 within the United States and Canada, or, from overseas, 1-202-501-4444 and by visiting http://travel.state.gov and clicking on the International Travel tab. The State Department's Office of American Citizens Services and Crisis Management (ACS) administers the Consular Information Program, which informs the public of conditions abroad that may affect their safety and security. Country Specific Information, Travel Alerts, and Travel Warnings are vital parts of this program. The State Department also offers the Smart Traveler Enrollment Program (STEP), a free service which allows U.S. citizens and nationals traveling abroad to enroll their trip with the nearest U.S. Embassy or Consulate.

[1] This Travel Warning has changed several times over the past year, and it is always subject to change. The latest Travel Warnings may be found at https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories/israel-west-bank-and-gaza-travel-advisory.html andhttps://travel.state.gov/content/travel/en/traveladvisories/traveladvisories/worldwide-caution.html.
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Up-to-date information on security conditions can also be accessed at https://il.usembassy.gov.

I understand that the current Travel Warnings and Alerts are subject to change at any time by the Department of State and my agreement to this Disclaimer, Release and Indemnification will remain in full force and effect in the event of any changes to the Travel Warnings and Alerts. Notwithstanding the Travel Warnings and Alerts, and the dangers it warns of, I have decided to participate and allow my child/children to participate in the Mission.

If I and/or my child/children are not United States citizens or residents, I acknowledge that Hadassah has advised me to check any travel alerts and warnings to Israel, and any other countries to which I may be traveling, issued by my own country.

If I and/or my child/children are United States citizens or residents, I acknowledge on behalf of myself and my child/children that Hadassah has no control over or responsibility for any adverse effect on the Mission arising from or related to diplomatic relations between the United States and Israel and any other countries to which I and/or my child/children may be traveling. I further acknowledge on behalf of myself and my child/children that the United States has laws, rules, regulations, orders, policies and sanctions which may be specific to travel to Israel and any other countries to which I and/or my child/children may be traveling and that it is my sole responsibility to comply with all such laws, rules, regulations, orders, policies and sanctions including, but not limited to, any sanctions programs administered by the United States' Department of Treasury's Office of Foreign Assets Control.[2]

If I and/or my child/children are not United States citizens or residents, I acknowledge on behalf of myself and my child/children that Hadassah has no control over or responsibility for any adverse effect on the Mission arising from or related to diplomatic relations between my and/or my child/children's country and Israel and any other countries to which I and/or my child/children may be traveling. I further acknowledge on behalf of myself and my child/children that my and/or my child/children's own country may have laws, rules, regulations, orders, policies and sanctions which may be specific to Israel and any other countries to which I and/or my child/children may be traveling and that is my sole responsibility to comply with all such laws, rules, regulations, orders, policies and sanctions.

I am familiar with and understand the activities involved in the Mission and I, on behalf of myself and my child/children, agree to be bound by all rules and policies with respect to the Mission, now or hereafter established and I have instructed my child/children on the importance of abiding by all such rules. I understand and agree on behalf of myself and my child/children that Hadassah acts only as an agent for the Mission participants in making arrangements with third parties regarding the Mission. I acknowledge and affirm that, notwithstanding any security arrangements that may be made by Hadassah, Hadassah does not guarantee and is not responsible for my or my child/children's personal safety or the safety of my or my child/children's property while participating in the Mission or any Mission-related activities, including, but not limited to, airline travel, ground transportation, meals, lodging, and recreational activities. All rights are reserved to adjust registration fees, costs or other expenses in connection with participating in the Mission at any time and to substitute accommodations and services of a similar category when deemed necessary. Itineraries and activities are subject to change without notice, and such substitution or withdrawal is not a basis for participant cancellation or refund. I further agree that I, on behalf of myself and my child/children, assume full responsibility for, and that Hadassah shall not be liable or responsible for, any personal travel outside of the Mission or personal travel to and from Mission-related activities that I or my child/children choose to partake in or any goods or services that I or my child/children obtain from third party vendors prior to, during or after the conclusion of the Mission. I understand and voluntarily assume all risks on behalf of myself and my child/children, whether or not foreseeable, of attending the Mission, domestic and international travel and traveling to, from and within Israel and other countries, as applicable, including risks associated with my or my child/children's safety and security and/or risk that could result in damage or physical, emotional or psychological injury, illness, death, disease or other damage. I understand that the Mission may include certain vigorous activities and I am aware of, able to,

[2] The complete list of the Sanctions Programs administered by the United States' Department of Treasury's Office of Foreign Assets Control can be found by visiting: https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx.

and will take responsibility for placing upon myself and my child/children appropriate physical limitations reasonably calculated to avoid illness or injury and I agree that Hadassah is not responsible for imposing such limitations. I understand and agree that Hadassah shall not be obligated to take special precautions or provide extra staffing for me and/or my child/children. I acknowledge that Hadassah has advised me to purchase accident, baggage, and trip cancellation insurance to cover reimbursement for trip cancellation, trip delay, missed connections, sickness, accident, medical expenses, lost baggage, personal effects, etc., and if I already own such insurance or any other personal insurance, to check the terms of my insurance in light of this trip and any Travel Alerts and Warnings. I understand that the insurance carrier makes all determinations regarding the insurance policies and acknowledge on behalf of myself and my child/children that Hadassah has no control over, and accepts no responsibility for, the insurance policies, including, but not limited to, the scope of the coverages, the terms of the policies, the administration of the policies, determination of benefits or the payment of claims.

Hadassah reserves the right to decline to accept or retain any Mission participant at any time before or during the Mission, for any reason whatsoever, including failure to complete the Mission payment and registration forms in accordance with the published schedule, failure to comply with any rules or policies contained in the Mission registration forms or materials or otherwise hereafter established with respect to the Mission, including any security requirements, or in the event participants whose mental or physical condition or general behavior or deportment impedes the operation of the Mission or affects the rights, welfare or enjoyment of other Mission participants. I agree that no refund will be given if I or my child/children are dismissed and/or otherwise removed from or leave the Mission for any reason (voluntarily or involuntarily) once the Mission has commenced and that I shall be responsible to pay any and all associated fees and expenses in connection therewith, including without limitation, return fare, shipping of baggage, or any and all damages caused by my actions or my child/children's actions or involving me or my child/children. Hadassah reserves the right to cancel the Mission at any time due to low enrollment, security, or any other reason whatsoever within its sole discretion.

I irrevocably grant to Hadassah and its licensees the right to use, photograph, videotape or audiotape my and my child/children's name, image, portrait, picture, photograph, voice or any statements used, made, taken or prepared in the course of my and my child/children's participation in the Mission, including those photographs I or my child/children may provide to Hadassah, or any portion thereof, in any manner and in any and all medium for any advertising, trade, fundraising, promotional or other purposes, without approval or any compensation unless prohibited by law. I certify, on behalf of myself and my children, that I or my child/children own or have the proper rights to use, transmit and share any photographs that I or my child/children may provide to Hadassah for the purposes described in the preceding sentence. I agree that any photograph, image, likeness, portrait, picture, utterance or statement taken by Hadassah or its licensees shall be Hadassah's sole and exclusive property. I hereby release Hadassah from any and all liability in connection with the use of my and my child/children's name, portrait, picture, photograph, voice or statements as described in this paragraph.

The term "Claims" as used in this Disclaimer, Release and Indemnification shall mean any and all claims and liability of any kind whatsoever, past, present and future, both known and unknown, including those which have not yet arisen or matured, whether in law or in equity, arising from, related to, or in connection with the Mission, my and my child/children's participation in the Mission, travel to, from, during, before and after the Mission (including personal travel), my and/or my child/children's free time during the Mission, any medical advice, treatment or testing, medications, immunizations or vaccinations I and/or my child/children may or may not receive, any insurance policies I may or may not obtain on behalf of myself and/or my child/children, any actions taken in connection with security requirements, including searches of my or my child/children's person or property, my and/or my child/children's departure, withdrawal, or removal from the Mission, any communications or notices or lack thereof before, during or after the Mission, any anti-discrimination laws (including without limitation those protecting persons with disabilities), laws and regulations of any jurisdiction, diplomatic relations, any delay, property damage, loss or theft, any hostile act, government act or omission, terrorism, social unrest, local laws, climatic conditions, breach of contract, occurrence, accident, business interruption, machinery breakdown, visa, passport, vaccination or other entry requirement, substitution or

change of hotels, transportation or other services, rates, bookings, reservations or connections, natural disaster, labor dispute, baggage and property handling, changes to or absence from or cancellation of the Mission program, whether or not foreseen, any other conditions, developments or disruptions, any bodily, emotional or mental injury, illness, disease, or death, third party claims, and all other claims, liability, damage, cost, loss or expense of any nature whatsoever, including but not limited to, claims for negligence or any intentional act on the part of Hadassah or any other person or entity.

In consideration of my and my child/children's acceptance to participate in the Mission, and by signing below, I, for myself, my child/children traveling with me, next of kin, family members, heirs, representatives, agents, successors and assigns, hereby agree to:

(i) Release, waive and discharge Hadassah from any and all Claims; (ii) Covenant not to sue Hadassah with respect to any and all Claims; and (iii) Indemnify, defend and hold harmless Hadassah from any and all Claims and any and all liability, damage, cost, loss and expense (including attorneys' fees and expenses) arising from, related to, or in connection with:

(A) My and/or my child/children's acts and omissions and any involvement by me and/or my child/children in the Mission and before, during and after the Mission; and

(B) Any and all Claims made at any time, past, present or future, by me, my child/children, or any of my family members or any person to whom I am and/or my child/children are related by blood, adoption or marriage, or their heirs, representatives, agents, successors or assigns.

I agree that this Disclaimer, Release and Indemnification and any and all issues related to this Disclaimer, Release and Indemnification and/or the Mission are to be solely and exclusively governed by, and construed in accordance with the laws of the State of New York without giving effect to principles of conflicts of law. I agree that the State or Federal courts located in the State of New York shall have exclusive jurisdiction to determine disputes arising from, related to, or in connection with, or in any way involving the Mission or this Disclaimer, Release and Indemnification, including the applicability of this clause or the validity of this Disclaimer, Release and Indemnification and I consent to the exercise by such courts of personal jurisdiction over me and waive and agree not to assert any objection or defense based on lack of personal or subject matter jurisdiction or venue. I, on behalf of myself and my child/children, agree to waive my rights, if any, to institute or prosecute suit in any forum other than the State of New York. I agree to pay all reasonable attorneys' fees and all other costs and expenses which may be incurred by Hadassah in the enforcement of or attempt to enforce this Disclaimer, Release and Indemnification, whether by action of law or otherwise. This Disclaimer, Release and Indemnification is intended to be as broad and inclusive as permitted by the laws of the State of New York in favor of Hadassah, and if any term or provision of this Disclaimer, Release and Indemnification is declared invalid by a court of competent jurisdiction, the remaining terms and provisions of this Disclaimer, Release and Indemnification shall remain unimpaired and in full force and effect. Failure by Hadassah at any time to enforce any obligation by me and/or my child/children, to claim a breach of any term of this Disclaimer, Release and Indemnification or to exercise any power agreed to hereunder will not be construed as a waiver of any right, power or obligation under this Disclaimer, Release and Indemnification, will not affect any subsequent breach, and will not prejudice Hadassah as regards to any subsequent action.

This Disclaimer, Release and Indemnification, together with the registration forms, contains the entire agreement between the parties to this Disclaimer, Release and Indemnification. This Disclaimer, Release and Indemnification, together with the registration forms, supersedes any prior or contemporaneous agreements, understandings and negotiations regarding its subject matter.

I acknowledge that I have read and understand this Disclaimer, Release and Indemnification and that it shall be binding on me on behalf of myself, my family members, next of kin, heirs and representatives. I

acknowledge that I am the parent/legal guardian of the child/children listed below and that the child/children listed below have my full consent to participate in the Mission. I understand and agree that my child/children will not be able to participate in the Mission if not accompanied by a Parent/Legal Guardian.

_____
Signature of Parent/Legal Guardian

_____
Print Name of Parent/Legal Guardian

_____
Date

Print **name**, **age** and **date of birth** of each child participating in the Mission:

_____ _____ _____
Name Age Date of birth

_____ _____ _____
Name Age Date of birth

_____ _____ _____
Name Age Date of birth

Witnessed by:

_____
Signature

_____
Printed Name

Travel Advisory

January 10, 2018

Israel, The West Bank and Gaza – Level 2

Exercise increased caution in Israel due to **terrorism.** Some areas have increased risk. Read the entire Travel Advisory.

Do not travel to:

- Gaza due to **terrorism, civil unrest, and armed conflict**.

Reconsider travel to:

- The West Bank due to **terrorism, potentially violent civil unrest, and the potential for armed conflict.**

Terrorist groups and lone-wolf terrorists continue plotting possible attacks in Israel, the West Bank, and Gaza. Terrorists may attack with little or no warning, targeting tourist locations, transportation hubs, markets/shopping malls, and local government facilities. Violence can occur in Jerusalem and the West Bank without warning.

Jerusalem: Violent clashes and terror attacks have occurred throughout the city, including in the Old City. Acts of terrorism have resulted in death and injury to bystanders, including U.S. citizens. During periods of unrest, the Government of Israel may restrict access to and within portions of Jerusalem.

The U.S. government is unable to provide emergency services to U.S. citizens in Gaza as U.S. government employees are prohibited from traveling there.

U.S. government personnel can travel freely throughout Israel, except throughout the West Bank and for areas close to the borders with Gaza, Syria, Lebanon, and Egypt. Additionally, portions of Jerusalem are occasionally placed off limits.

Read the Safety and Security section on the country information page.

If you decide to travel to the areas covered in this document:

- Check the most recent Alerts at the Embassy and Consulate General websites for the latest information on travel in all of these areas.
- Maintain a high degree of situational awareness and exercise caution at all times, especially at checkpoints and other areas with a significant presence of security forces.
- Avoid demonstrations and crowds.
- Beware of and report to local police unattended items or packages.
- Follow the instructions of security and emergency response officials.
- Report suspicious activities or items to local police.
- Learn the location of the nearest bomb or other hardened shelter.
- Obtain comprehensive travel medical insurance that includes medical evacuation.
- Enroll in the Smart Traveler Enrollment Program (STEP) to receive Alerts and make it easier to locate you in an emergency.
- Follow the Department of State on Facebook and Twitter.
- Review the Crime and Safety Report for Israel, the West Bank, and Gaza.
- U.S. citizens who travel abroad should always have a contingency plan for emergency situations. Review the Traveler's Checklist.

Gaza

Hamas, a U.S. government-designated foreign terrorist organization, controls security in Gaza. The security environment within Gaza and on its borders is dangerous and volatile.

Demonstrations occur on a frequent basis and may turn violent without warning.

Sporadic mortar or rocket fire and corresponding Israeli military responses may occur at any time.

U.S. government employees are not allowed to travel to Gaza and are restricted from traveling close to the Gaza border areas.

Visit our website for Travel to High Risk Areas.

The West Bank

Terror attacks and violent clashes in the West Bank have resulted in the deaths and injury of U.S. citizens and others. During periods of unrest, the Government of Israel may restrict access to and within the West Bank, and some areas may be placed under curfew.

Visit our website for Travel to High Risk Areas.

Restrictions on U.S. Government Employee Travel

- U.S. government official travel into the West Bank is conducted only with enhanced security measures. U.S. government employees are largely restricted from most personal travel in the West Bank, though portions of the West Bank are occasionally authorized for personal travel, depending on the security environment.
- U.S. government personnel take additional security precautions when visiting refugee camps and "seam areas" where Israelis and Palestinians are in proximity to each other, and which have historically been flashpoints for violence. For example, sites with significant religious meaning to multiple faiths can be subject to violent protests or security incidents with little or no warning, especially during or around significant religious holidays.
- The U.S. government occasionally restricts travel for its employees to Jerusalem's Old City based on the security environment. U.S. government employees are prohibited from personal travel into Jerusalem's Old City on Fridays during the Muslim month of Ramadan.
- U.S. government employees are prohibited from using public buses and public bus terminals throughout the area covered in this advisory.
- U.S. government employees must observe additional security requirements if traveling for any reason to the following locations:
    - Within 7 miles of the Gaza demarcation line;
    - Within 1.5 miles of the Lebanon border;
    - East of Route 98 in the Golan; and
    - Within 1.5 miles of the Egypt border along the Sinai (including all portions of Route 10 and portions of Route 12).

January 11, 2018

Worldwide Caution

1. As part of the Department of State's continuous efforts to provide U.S. citizens traveling abroad with information about safety and security events, we are updating the Worldwide Caution with information on the continuing threat of terrorist actions, political violence, and criminal activity against U.S. citizens and interests abroad. This replaces the Worldwide Caution dated December 6, 2017.

2. As terrorist attacks, political upheaval, and violence often take place without any warning, U.S. citizens are strongly encouraged to maintain a high level of vigilance and take appropriate steps to increase their security awareness when traveling. To better prepare for possible emergencies, U.S. citizens are encouraged to read Country Specific Information pages and Travel Advisories on travel.state.gov before planning a trip.

3. In addition to concerns stemming from terrorism, travelers should be alert to the possibility of political unrest, violence, demonstrations, and criminal activities when traveling. Country-specific information pages and Travel Advisories should be consulted to obtain the latest data on such threats.

4. Travelers are urged to enroll in the Smart Traveler Enrollment Program (STEP) to receive security messages and make it easier to locate you in an emergency. The Department uses these security messages to convey information about terrorist threats, security incidents, planned demonstrations, natural disasters, etc. In an emergency, please contact the nearest U.S. Embassy or Consulate or call the following numbers: **1-888-407-4747** (toll-free in the United States and Canada) or **1-202-501-4444** from other countries.

5. U.S. government facilities worldwide remain in a heightened state of alert. These facilities may temporarily close or periodically suspend public services to assess their security posture. In those instances, U.S. embassies and consulates will make every effort to provide emergency services to U.S. citizens. U.S. citizens abroad are urged to monitor the local news and maintain contact with the nearest U.S. embassy or consulate.

6. Terrorist groups including ISIS, al-Qa'ida, their associates, and those inspired by such organizations, are intent on attacking U.S. citizens wherever they are. Extremists may use conventional or non-conventional weapons to target U.S. government and private interests. Terrorists are increasingly using less sophisticated methods of attack to more effectively target crowds, including the use of edged weapons, pistols, and vehicles as weapons. Extremists increasingly aim to assault "soft" targets, such as:

- high-profile public events (sporting contests, political rallies, demonstrations, holiday events, celebratory gatherings, etc.)
- hotels, clubs, and restaurants
- places of worship
- schools
- parks
- shopping malls and markets
- tourism infrastructure
- public transportation systems
- airports

7. In multiple regions, terrorists, guerrilla groups, and criminals seek to kidnap U.S. citizens to finance their operations or for political purposes. The Department also remains concerned that terrorists could again seek to down aircraft using concealed explosives or hijack commercial flights

8. Private U.S. citizens should not travel to any country to participate in armed conflict. U.S. citizens are reminded that fighting on behalf of, or providing other forms of support to designated terrorist organizations, can constitute the provision of material support for terrorism, which is a serious crime that can result in penalties, including prison time and large fines.

9. For further information:

- See the Department of State's travel website for the Worldwide Caution, Travel Advisories, and Country Specific Information.
- Follow us on Twitter and Facebook.
- The Department of State's Overseas Security Advisory Council (OSAC) provides several resources to enhance the safety and security of the U.S. private sector abroad. Additional information on OSAC can be found on OSAC.gov or by following OSAC on Twitter.
- Mariners and U.S. citizens considering maritime travel should also review information at the websites of the National Geospatial Agency, the Maritime Security Communications with Industry Portal, and the U.S. Coast Guard for information related to maritime and port security globally.