

HADASSAH



DISCLAIMER, RELEASE AND INDEMNIFICATION OF HADASSAH
(To be signed by participants who are at least 21 years old traveling without children)¹

Please sign and return this release **BY MAIL** to:

Ayelet Tours
19 Aviation Road
Albany, New York 12205

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

By registering and participating in a Hadassah sponsored trip and associated travel to, from and within Israel and other countries, as applicable (the “Trip”), I (as used herein “I” includes myself, 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 am a United States citizen or resident, I acknowledge that I have read, and understand the contents of the current (1) Travel Warnings, Advisories and Alerts issued by the U.S. Department of State², (2) Security Alerts issued by the U.S. Embassy in Israel³, and (3) Travel Health Notices issued by the U.S. Center for Disease Control⁴, (such travel warnings and advisories collectively referred to herein as “U.S. Travel Warnings”) to receive updated information on the general security environment and health risks worldwide and in Israel and to reiterate threats to American citizens and U.S. interests in those locations. Current information on travel and security worldwide and in Israel 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>. 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, Travel Advisories and Travel Warnings are vital parts of this program. The State Department offers

¹Spouses traveling together without children must each sign this release as Participant 1 and Participant 2 and have each signature witnessed. If you are traveling alone (without a spouse or any children), you must sign this release as Participant 1 and have your signature witnessed. For those traveling with children under 21 years old, a different trip release must be signed by the child’s parents or legal guardians who are traveling on the trip on behalf of themselves and the child. If a child is 18 or older such child must also sign the other release. Please refer to the trip registration materials for the appropriate trip release.

²Travel Warnings, Advisories and Alerts are always subject to change. The Travel Advisories from December 28, 2018 and July 2, 2018 for Israel, the West Bank and Gaza, respectively may be found at <https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories/israel-west-bank-and-gaza-travel-advisory.html> and <https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories/worldwide-caution.html>.

³ Security Alert: U.S. Embassy Jerusalem is always subject to change. The Security Alert: U.S. Embassy Jerusalem from November 18, 2019 can be found at <https://il.usembassy.gov/security-alert-u-s-embassy-jerusalem-november-18-2019/>.

⁴ Travel Health Notices are always subject to change. Worldwide Travel Health Notices as of December 5, 2019 may be found at: <https://www.cdc.gov/travel/notices>.

various ways to receive safety and security updates⁵ including, without limitation, 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. Additional up-to-date information on security conditions in Israel can also be accessed at <https://il.usembassy.gov>.

I understand that the current U.S. Travel Warnings are subject to change at any time, and my agreement to this Disclaimer, Release and Indemnification will remain in full force and effect in the event of any changes to the U.S. Travel Warnings. Notwithstanding the U.S. Travel Warnings and the dangers they warn of, I have decided to participate in the Trip.

If I am not a United States citizen or resident, I acknowledge that Hadassah has advised me to check any travel alerts, advisories, notices, and warnings to Israel, and any other countries to which I may be traveling, issued by my own country.

If I am a United States citizen or resident, I acknowledge that Hadassah has no control over or responsibility for any adverse effect on the Trip arising from or relating to diplomatic relations between the United States and Israel and any other countries to which I may be traveling. I further acknowledge that the United States has laws, rules, regulations, orders, policies, sanctions and travel recommendations which may be specific to travel to Israel and any other countries to which I may be traveling and that it is my sole responsibility to comply with all such laws, rules, regulations, orders, policies, travel recommendations, and sanctions including, but not limited to, the sanctions programs administered by the United States' Department of Treasury's Office of Foreign Assets Control.⁶

If I am not a United States citizen or resident, I acknowledge that Hadassah has no control over or responsibility for any adverse effect on the Trip arising from or relating to diplomatic relations between my country and Israel and any other countries to which I may be traveling. I further acknowledge that my own country may have laws, rules, regulations, orders, policies, travel recommendations and sanctions which are specific to Israel and any other countries to which I may be traveling and that is my sole responsibility to comply with all such laws, rules, regulations, orders, policies, travel recommendations and sanctions.

I am familiar with and understand the activities involved in the Trip and I agree to be bound by all instructions, rules, restrictions and policies with respect to the Trip, now or hereafter established. I understand and agree that Hadassah acts only as an agent for the Trip participants in making arrangements with third parties regarding the Trip. 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 personal safety or the safety of my property while participating in the Trip, any Trip-related activities, or any personal travel before, during and after the Trip, including, but not limited to, airline travel, ground transportation, public transportation, meals, lodging, and recreational activities. All rights are reserved to adjust registration fees, costs or other expenses in connection with participating in the Trip 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 assume full responsibility for, and that Hadassah shall not be liable or responsible for, any personal travel outside of the Trip or personal travel to and from Trip-related activities that I choose to partake in or any goods or services that I obtain from third party vendors prior to, during or after the conclusion of the Trip. I understand and voluntarily assume all risks, whether or not foreseeable, of attending the Trip, participating in Trip-related activities, domestic and international travel and traveling to, from and within Israel and other countries, as applicable, including risks

⁵ Further information can be obtained from <https://travel.state.gov/content/travel/en/international-travel/before-you-go/about-our-new-products/staying-connected.html>.

⁶ 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>.

associated with my safety and security and/or risk that could result in damage or physical, emotional or psychological injury, harm, illness, death, disease or other damage. I understand that the Trip may include certain vigorous activities and I am aware of, able to, and will take responsibility for placing upon myself appropriate physical limitations reasonably calculated to avoid illness, injury or harm and I agree that Hadassah is not responsible for imposing such limitations. Notwithstanding the foregoing, I agree to follow any instructions, limitations, and/or restrictions provided to me or imposed on me by Hadassah in connection with the Trip. I understand and agree that Hadassah shall not be obligated to take special precautions or provide extra staffing for me in light of this Trip or any of the U.S. Travel Warnings. I hereby give consent and authority to Hadassah to obtain medical treatment on my behalf if I am injured or require medical attention during my participation in the Trip. I understand and agree that I am solely responsible for all costs related to such medical treatment, medical transportation, and/or evacuation. I hereby release, forever discharge, and hold harmless Hadassah from any claim whatsoever in connection with such treatment or other medical services. I acknowledge that Hadassah has advised me to purchase accident, baggage, supplemental international travel health, 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 U.S. Travel Warnings. I understand that the insurance carrier makes all determinations regarding the insurance policies and acknowledge 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. I also understand that workers' compensation insurance is not available to volunteers and that Hadassah does not provide workers' compensation insurance for volunteers. I expressly waive any claim for compensation or liability on the part of Hadassah in the event of any injury or medical expense incurred during the Trip.

Hadassah reserves the right to decline to accept or retain any Trip participant at any time before or during the Trip, for any reason whatsoever, including failure to complete the Trip payment, registration forms and/or this Disclaimer, Release and Indemnification in accordance with the published schedule, failure to comply with any rules or policies contained in the Trip registration forms or materials or otherwise hereafter established with respect to the Trip, including any security requirements, or in the event participants whose mental or physical condition or general behavior or deportment impedes the operation of the Trip or affects the rights, welfare or enjoyment of other Trip participants. I agree that no refund will be given if I am dismissed and/or otherwise removed from or leave the Trip for any reason (voluntarily or involuntarily) once the Trip 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 involving me. Hadassah reserves the right to cancel the Trip 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 name, image, portrait, picture, photograph, voice or any statements used, made, taken or prepared in the course of my participation in the Trip, including those photographs I 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 that I own or have the proper rights to use, transmit and share any photographs that I 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 name, image, 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 Trip, my participation in the Trip, travel to, from, during, before and after the Trip (including personal travel, travel on public transportation, and travel reserved through a ride-share application), my free time during the Trip, any medical advice, treatment or testing, medications, immunizations or vaccinations I may or may not receive, any insurance policies I may or may not obtain, any actions taken in connection with security requirements, including searches of my person or property, my departure, withdrawal, or removal from the Trip, any communications or notices or lack thereof before, during or after the Trip, 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, protests, demonstrations or rallies, 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, food or drink, insect or other bite, mortar or rocket fire, fire, natural disaster, labor dispute, baggage and property handling, changes to or absence from or cancellation of the Trip program, whether or not foreseen, any other conditions, developments or disruptions, any bodily, emotional or mental injury, harm, illness, sickness, 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 acceptance to participate in the Trip, and by signing below, I, for myself, my 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 acts and omissions and any involvement by me in the Trip and before, during and after the Trip; and

(B) Any and all Claims made at any time, past, present or future, by me, or any of my family members or any person to whom I am 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 Trip 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 Trip 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 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, 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.

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

PARTICIPANT 1

Signature

Printed name

Date

Witnessed by:

Signature

Printed Name

PARTICIPANT 2

Signature

Printed name

Date

Witnessed by:

Signature

Printed Name