

HADASSAH



**DISCLAIMER, RELEASE AND INDEMNIFICATION OF HADASSAH**  
(To be signed by participants who are traveling with children under the age of 21)<sup>1</sup>

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 myself and my child/children and having myself and my child/children 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 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 (1) Travel Warnings, Advisories and Alerts issued by the U. S. Department of State<sup>2</sup>, (2) Security Alerts issued by the U.S. Embassy in Israel<sup>3</sup>, and (3) Travel Health Notices issued by the U.S. Center for Disease Control<sup>4</sup>, (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

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<sup>1</sup> Spouses or individual participants traveling without children under 21 must each sign Hadassah’s other release for participants traveling without children under 21. Children who are at least 18 years old but under 21 years old must also sign this release.

<sup>2</sup> Travel 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>.

<sup>3</sup> 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/>.

<sup>4</sup> 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 updates<sup>5</sup>, 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 and allow my child/children to participate in the Trip.

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, advisories, notices 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 Trip arising from or relating 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, sanctions and travel recommendations 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, 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.<sup>6</sup>

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 Trip arising from or relating 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, travel recommendations and sanctions which are 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, travel recommendations and sanctions.

I am familiar with and understand the activities involved in the Trip and I, on behalf of myself and my child/children, agree to be bound by all instructions, rules, restrictions and policies with respect to the Trip, 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 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 or my child/children's personal safety or the safety of my or my child/children's property while participating in the Trip, or 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, 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 Trip or personal travel to and from Trip-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

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<sup>5</sup> 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>

<sup>6</sup> 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>.

vendors prior to, during or after the conclusion of the Trip. I understand and voluntarily assume all risks on behalf of myself and my child/children, 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 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, 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 and my child/children 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, on behalf of myself and my child/children, 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 and/or my child/children in light of this Trip or any of the U.S. Travel Warnings. I, on behalf of myself and my child/children, hereby give consent and authority to Hadassah to obtain medical treatment on my or my child/children's behalf if I or my child/children are injured or require medical attention during our participation in the Trip. I, on behalf of myself and my child/children, understand and agree that I am solely responsible for all costs related to such medical treatment, medical transportation, and/or evacuation. I, on behalf of myself and my child/children, 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 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. I, on behalf of myself and my child/children also understand that workers' compensation insurance is not available to volunteers and that Hadassah does not provide workers' compensation insurance for volunteers. I, on behalf of myself and my child/children, 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 or my child/children are 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 my child/children's actions or involving me or my child/children. 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 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 Trip, 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, 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 and my child/children's 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 and/or my child/children's free time during the Trip, 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 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 and my child/children's acceptance to participate in the Trip, 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 Trip and before, during and after the Trip; 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 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, 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 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.

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 Trip. I understand and agree that my child/children will not be able to participate in the Trip if not accompanied by a Parent/Legal Guardian.

PARTICIPANT 1

\_\_\_\_\_  
Signature of Parent/Legal Guardian

\_\_\_\_\_  
Print Name of Parent/Legal Guardian

\_\_\_\_\_  
Date

Witnessed by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

PARTICIPANT 2

\_\_\_\_\_  
Signature of Parent/Legal Guardian

\_\_\_\_\_  
Print Name of Parent/Legal Guardian

\_\_\_\_\_  
Date

Witnessed by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

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

_____ Name	_____ Age	_____ Date of birth	_____ Signature if 18 or older and under 21
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_____ Name	_____ Age	_____ Date of birth	_____ Signature if 18 or older and under 21
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_____ Name	_____ Age	_____ Date of birth	_____ Signature if 18 or older and under 21
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