

Waiver and Release, Express Assumption of Risk, and Indemnity and Hold Harmless Agreement/Terms and Conditions

THIS WAIVER AND RELEASE, EXPRESS ASSUMPTION OF RISK, AND INDEMNITY AND HOLD HARMLESS AGREEMENT/TERMS AND CONDITIONS (HEREINAFTER THE “AGREEMENT”) MUST BE CAREFULLY READ IN CONSIDERATION OF THE UNDERSIGNED’S ABILITY TO PARTICIPATE IN A HILLEL JUC PERSPECTIVES TRIP (HEREINAFTER THE “PROGRAM”) FACILITATED AND/OR ORGANIZED BY THE HILLEL JEWISH UNIVERSITY CENTER OF PITTSBURGH (HEREINAFTER THE “ORGANIZER”).

The undersigned, on behalf of himself or herself, and on behalf of his or her legal representatives, assigns, heirs, and next of kin (hereinafter collectively the “Undersigned”) hereby:

1. **WAIVER AND RELEASE.** Irrevocably waives, releases, discharges and covenants not to sue Tlalim Conventions, Events, and Tourism (DBA: Authentic Israel), the Organizer and its officers, owners, shareholders, partners, manager, members, directors, consultants, agents, servants, employees, independent contractors, attorneys, sureties, representatives, predecessors, successors, parent companies, sister companies, subsidiary companies, funders/donors (including their officers, directors, and employees), Program advisors (including any organization with which the Organizer developed the Program itinerary and participant list), assigns, and assignors (hereinafter collectively the “Releasees”) from and against any and all liability to the Undersigned for any and all losses and/or damages, and any and all claims or demands therefor on account of injury to the person, property and/or resulting in the death of the Undersigned, whether caused by the intentional acts, negligence or carelessness of the Releasees, the Undersigned and/or other participants of the Program, arising out of or related to the Undersigned’s participation in any way in the Program (hereinafter “Liability”). Liability encompasses, without limitation, the following: active or passive conduct; ordinary negligent rescue efforts; ordinary negligent enforcement of (or the failure to enact or enforce) any rules, regulations and/or guidelines related to the Program; negligent supervision; and negligent provision of medical care and/or medication. The Undersigned’s waiver and release as set forth herein, extends and applies to, and covers and includes, all unknown, unforeseen, unanticipated, and unsuspected injuries, damages, loss and liability, and the consequences thereof, occurring in connection with and/or in any way related to the Undersigned’s participation in the Program at any time after the execution of this Agreement.

2. **EXPRESS ASSUMPTION OF RISK.** Acknowledges that there are risks associated with the Undersigned’s participation in the Program, including without limitation, risks associated with general touring activities, outdoor activities, sporting activities, overnight stays, transportation, and travel as well as increased security and safety risks in Israel due to the prevalence of crime, political conflict, and limited availability of medical facilities. The Undersigned further acknowledges that participation in the Program may expose him or her to hazards or risks that may result in illness (including COVID-19), personal injury, death and/or

property damage. This Agreement also constitutes an express and contractual assumption of all risks and dangers associated with participation in the Program. The Undersigned also acknowledges that there may be undefined and presently unknown risks and dangers associated with participation in the Program, and that there may be risks and dangers that may result from the ordinary negligence of the Releasees, the Undersigned and/or other participants of the Program. The Undersigned hereby expressly assumes all such risks and dangers whether presently known or unknown and acknowledges and expressly assumes the risk that injuries may be compounded or increased by ordinary negligent rescue operations or procedures.

3. **INDEMNITY AND HOLD HARMLESS.** Agrees to defend, indemnify, and save and hold harmless the Releasees and each of them, from any and all losses, Liability, damages and/or costs that the Undersigned may incur (including, but not limited to, attorneys' fees and court costs) arising out of or related to the Undersigned's participation in the Program, even if caused by the ordinary negligence of the Releasees, the Undersigned and/or other participants of the Program, any action or failure to act by the Releasees and/or other participants of the Program and/or the improper, tortious and/or criminal conduct of the Undersigned and/or other participants of the Program.

4. **MODIFICATIONS TO THE PROGRAM.** Acknowledges that the Organizer may consolidate and/or cancel specific Program destinations and/or travel dates without prior notice. The Undersigned further understands that any Program itinerary and/or description provided is subject to change.

5. **PROPERTY AND FINANCIAL RESPONSIBILITY.** Acknowledges that he or she shall be responsible for the payment of any phone calls or incidental personal expenses that the Undersigned incurs while participating in the Program, as well as for any damages caused to the property of others by the Undersigned.

6. **FOOD ALLERGIES, MEDICAL CONTINGENCIES, CONSENT TO TREAT, AND INSURANCE.** Understands that the Organizer cannot guarantee an environment accommodating the Undersigned if he or she has a food allergy. The Undersigned acknowledges that participation in the Program can be physically challenging and may involve irregular sleeping and eating schedules and a highly social environment. The Undersigned represents and warrants that he or she does not suffer from any illnesses, conditions or disabilities that would make participation in the Program unwise, harmful or dangerous to himself/herself and/or others. The Undersigned further acknowledges that in the event the Organizer (or its designee) determines, in its sole discretion, that the Undersigned is not capable of participating in the Program due to physical health or mental health considerations, the Undersigned may be removed from the Program, returned to the North American gateway airport from which he/she departed, and shall be solely responsible for his/her own connecting travel arrangements. Further, the Undersigned agrees that if he/she becomes ill or incapacitated, the Organizer (or its designee) may take any action it deems necessary for the Undersigned's safety and well-being, including securing medical treatment (at the Undersigned's expense) and making arrangements for transporting the Undersigned back to the United States. The Undersigned acknowledges that in such instances, he/she will not be entitled to any refund of paid Program fees or costs and that all travel

arrangements, costs and liabilities associated with being returned home, including the cost of an escort if necessary, shall be the sole responsibility of the Undersigned.

The Undersigned understands that in the event he/she needs medical care during his/her participation in the Program, he/she may be taken to and receive care from local clinics at the sole discretion of the Organizer (or its designee). The Undersigned understands that the Organizer has secured a travel protection plan for the Undersigned that is inclusive of limited medical coverage. The Undersigned acknowledges and agrees that he/she shall be solely responsible for any and all payments for care and treatment in excess of the limits of the policies secured by the Organizer, and the Undersigned has been advised that he/she should have access to travelers' checks or a credit card at all times while participating in the Program. The Undersigned authorizes the Organizer to file a claim under the travel protection claim on his/her behalf, up to and including any and all costs that the Organizer incurs on his/her behalf.

7. **Travel Documentation and Preparedness.** Acknowledges that it is the Undersigned's responsibility to secure the necessary travel documents (e.g., a valid passport) and any other documents required by Israel (which may include a negative COVID-19 test or proof of vaccination). The Undersigned further acknowledges that Israel requires passports to be valid for six months from the date of arrival and that the Undersigned may be denied boarding if his/her passport does not meet the requirements of Israel.

8. **Free Time and Extensions.** While this is generally a supervised Program, there may be opportunities designated by the Organizer (or its designee) for personal exploration or free time, and the Undersigned understands and accepts the risks associated with such opportunities. In the event the Undersigned chooses to extend his/her travels beyond the conclusion of the Program, the Undersigned understands that the Organizer bears no responsibility for the Undersigned's actions, safety or welfare from the moment the Undersigned separates from the group. The Undersigned acknowledges that he/she will not be permitted to leave the Program early, except in emergency circumstances, and that if the Undersigned chooses to extend his/her travels, the end of the Program will be the moment the group returns to Ben Gurion International Airport for the regularly scheduled group flight home, or when the Organizer permits the Undersigned to be excused.

9. **IMAGE/LIKENESS WAIVER AND CONSENT.** The Undersigned acknowledges that he or she may be filmed during participation in the Program and that audiovisual and/or photographic materials containing his or her likeness may be used, distributed and/or published by the Organizer for its use or others' use. The Undersigned irrevocably covenants not to sue Releasees and irrevocably waives, releases, discharges them from and against all Liability in any manner connected with the use of such audiovisual and/or photographic materials and the exercise of the rights granted herein, arising out of or related to the use or reuse of the Undersigned's appearance, name, voice, image, likeness, and/or biographical information (including, without limitation, claims based upon harm to reputation, disparagement, invasion of privacy and/or publicity). The Undersigned further acknowledges that since his or her participation in such photographs/videos/quotations is voluntary, the Undersigned shall not receive any financial compensation and that such voluntary participation confers no rights of ownership upon the Undersigned to such photographs/videos/quotations. **(By initialing at the end of this**

Section 9, you signify your rejection its provisions. Notwithstanding rejection of this Section 9, all other Sections of this Agreement will be in full effect.) _____

10. **PERSONAL CONTACT INFORMATION.** The Undersigned authorizes the Organizer to distribute his or her email and phone number to other participants of the Program following the conclusion of the Program as part of a group directory for the sole purpose of maintaining personal connections.

11. **PROGRAM CONDUCT.** As a participant in the Program, the Undersigned acknowledges that he or she is expected to abide by all rules established by the Organizer, the laws pertaining to the State of Israel, and any relevant transportation carrier policies or housing provider policies. Additionally, the Undersigned understands and acknowledges that the Organizer has established the following conduct guidelines:

- a. No illegal drugs of any kind;
- b. No drunkenness or excessive alcohol consumption;
- c. No separating from the group except during time specifically designated by the Organizer (or its designee);
- d. No opting out of group activities/programming;
- e. All programming is mandatory;
- f. Always treat your fellow travelers with respect and dignity; and
- g. Follow instructions provided by the Organizer (or its designee).

The Undersigned understands that the Organizer is not responsible for preventing or otherwise policing violations of the above conduct guidelines, and that the Organizer is not responsible for any injury or damage resulting from a violation of these conduct policies.

Failure to uphold conduct policies may result in disciplinary consequences, including loss of privileges, separation from the group, and termination of the Undersigned's participation (i.e. being sent home) as determined in the sole discretion of the Organizer. The Undersigned further understands that the Organizer, as it deems appropriate in its sole discretion, reserves the right (but does not have the obligation) to search the Undersigned's person and/or belongings and to take such action (or to refrain from such action) as it deems appropriate to secure the safety of the Undersigned and/or others and/or to ensure compliance with these conduct policies. The Undersigned further understands that he or she may be required to submit to drug and/or alcohol testing (e.g. breathalyzer or other form of testing), and that his or her failure to submit to the requested testing will be grounds for disciplinary action up to expulsion.

12. **CONSEQUENCES OF EXPULSION.** In the event that the Undersigned is expelled from the Program, all travel arrangements, costs, and liabilities (including escort costs, if applicable) associated with being sent home will be the sole responsibility of the Undersigned and must be paid up-front. The Undersigned further agrees that in the event the Organizer incurs any costs, expenses or liabilities for which he or she do not reimburse in full, the Organizer reserves

the right to pursue collection of such costs, expenses and/or liabilities through appropriate collection agency proceedings.

13. **DISPUTE RESOLUTION AND GOVERNING LAW.** Any controversy or claim arising out of or relating to the Program, shall be settled by binding arbitration administered by the American Arbitration Association (hereinafter, "AAA") under its then existing Commercial Arbitration Rules. The number of arbitrators shall be three (3). The Organizer and the trip participant shall each select one (1) arbitrator within thirty (30) days of the commencement of arbitration. The two (2) selected arbitrators shall select the third (3rd) arbitrator. The two (2) arbitrators shall have twenty (20) days following their appointment to agree upon a third (3rd) arbitrator. Their inability to agree upon the third (3rd) arbitrator in twenty (20) days will result in the selection being made by the AAA. The place of arbitration shall be **Pittsburgh, Pennsylvania**. The parties and the arbitrators shall keep confidential and shall not disclose to any person, except the parties' advisors and legal representatives, or as may be required by law, the referral of any such controversy to arbitration, and the status or resolution thereof. The requirement to settle disputes arising out of or relating to this agreement, and the requirement to keep such disputes and resolutions confidential shall exist in perpetuity.

This Waiver and Release, and any dispute or matter arising out of or in connection with the Program shall be governed by and construed in accordance with the laws of the State of Pennsylvania, without regard to its principles of conflicts of laws. Pennsylvania law shall not govern when Pennsylvania law is contrary to the Federal Arbitration Act (hereinafter, "FAA"), in which case the FAA shall govern.

14. **MISCELLANEOUS.** The Undersigned acknowledges and agrees that this Agreement is intended to be as broad and inclusive as is permitted by law, and is intended to be fully severable. This Agreement is the entire agreement among the parties hereto with respect to the subject matter hereof. The Undersigned agrees and understands that he or she may be required to sign additional written agreements in connection with participation in the Program. Such additional agreements shall not affect the enforcement of this Agreement.

I HAVE READ THIS AGREEMENT FULLY, UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY, WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME, and I intend my signature to be a complete, continuing and uncontrolled release of all liability to the greatest extent allowed by law. I further acknowledge that I was given ample opportunity to read this Agreement and/or have it reviewed by legal counsel of my choice.

Agreed:

Printed Name

Signature

Date

Trip Participant Emergency Contact Information

Participant Name: _____

Emergency Contact Name: _____

Relationship to Participant: _____

Address: _____

Phone Number: _____

E-mail address: _____