

# ISRAEL365

HEBREW VENTURES LLC

## WAIVER AND RELEASE OF LIABILITY

**Program Description:** Trip to Israel for the purpose of [offering volunteer support including but not limited to manual labor to Israeli organizations responding to the aftermath of the October 7, 2023 terrorist attack in Israel], including any associated trips, excursions, and activities while participants are in Israel or any country in connection with the trip that may or may not be included on any associated itinerary, materials, and/or agenda (the “Program”).

**Program Dates:** Beginning August 6, 2024 and ending on August 14, 2024, subject to change at the sole discretion of Hebrew Ventures, LLC. (“HV”).

**PLEASE READ THIS DOCUMENT CAREFULLY.**

**BY SIGNING IT, YOU ARE VOLUNTARILY AGREEING TO GIVE UP CERTAIN LEGAL RIGHTS.**

In consideration of my participation in the HV Program, I, for myself, my personal representatives, heirs, executors, administrators, and assigns, understand and agree as follows:

**REPRESENTATIONS AND WARRANTIES; VOLUNTEER ACKNOWLEDGMENT:** I understand that there are certain significant risks inherent in Program participation, including without limitation, risks such as terrorist acts associated with living and traveling in politically volatile areas such as Israel and the Middle East. I understand and knowingly accept the substantial risks involved. I am aware of the nature of the Program and acknowledge that I am in good health and in proper physical condition to participate in such Program. I acknowledge and agree that activities performed by me as a volunteer for this Program will be performed strictly on a voluntary basis, without any pay, compensation, or benefits. I represent that I have or will obtain any necessary, valid travel documents that may be required for this Program, including any travel documents required by Israel.

**ASSUMPTION OF RISK:** I understand that my participation in the Program is strictly voluntary, and that HV does not guarantee or warrant any benefits or outcomes resulting from my participation. I understand that my participation in the Program, and visiting and living in remote locations, may involve risks and dangers that could include: exposure to the Coronavirus or other illness; diarrhea and other effects of ingesting bacteria associated with an unfamiliar diet; the general risks of air, foot, and motor travel; personal property or loss by petty theft or damage; the potential for psychological or bodily injury; temporary or permanent disability (including paralysis); death; economic or emotional loss; the likelihood of government or labor strikes, civil unrest, military activity, missile strikes, ongoing war, terrorist activity, severe weather or other dangerous conditions; adverse outcomes related to any medical care, medical treatment, training, and/or medical procedures provided during the Program; situations beyond the immediate control of HV; other undefined harm or damage that may not be readily foreseeable; and presently unknown risks and dangers (collectively, the "Risks").

I also understand that these Risks may be caused in whole or in part by conditions related to travel during and to and from the Program, the condition of the Program location(s), my own actions or inactions, the actions or inactions of other participants, and/or acts, inaction or negligence of the Released Parties, defined below, and I expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses that I may incur as a result of my participation in the Program.

I further understand that the Released Parties are not responsible for the errors, omissions, acts or failures to act of any party or entity conducting all or any part of the Program on behalf of HV.

**WAIVER AND RELEASE:** In consideration of my participation, I release, waive, discharge and covenant not to sue, HV or any of its officers, directors, donors, participants, invitees, affiliates, agents, members, staff, volunteers, representatives, independent contractors, successors and assigns, and any and all other persons or entities acting in any capacity on its behalf (the "Released Parties"), for any and all claims, including claims of negligence, for loss or damage, including without limitation, economic loss, property damage, or physical or psychological illness or injury that I may suffer or that may result from my participation in the Program including any claim that may arise from any medical care, treatment, training, and/or medical procedures provided through the Program, or my travel during and to and from the Program.

**INDEMNIFICATION:** I indemnify and hold harmless the Released Parties from and against any and all claims, liability, demands, actions, causes of action, costs (including counsel fees), expenses, and damages whatsoever (collectively, "Expenses"), at law or in equity, arising out of the rights granted to the Released Parties in this Waiver and Release of Liability (the "Waiver and Release"). I acknowledge that the Released Parties will rely on this Waiver and Release, potentially at substantial cost to them, and agree not to assert any claim of any nature whatsoever against anyone relating to the exercise of the permissions granted hereunder.

**PHOTO AND RECORDING RELEASE:** I grant the Released Parties the right to create photographs (“Photographs”), audio recordings, or video recordings, and produce any reproduction thereof (“Recordings”), of me in connection with my participation in the Program, and the right to copyright, publish, reproduce, or otherwise use my full name, voice, image, and likeness for promotional, advertising, charitable, documentary, educational, or any other lawful purposes, in any and all media, in any manner throughout the world, and for an unlimited number of times in perpetuity, without any expectation of financial compensation. I waive any right that I may have to inspect or approve any finished product created or used by the Released Parties that contains Photographs and/or Recordings of me.

**SEVERABILITY:** Should any part of this Agreement be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity and enforceability of the remaining portions.

**WAIVER AND RELEASE ACKNOWLEDGMENT:** I acknowledge that I have read this Waiver and Release carefully prior to my participation in the Program or any travel to or connected with the Program, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of my spouse, children, parents, guardians, heirs and next of kin, and any legal or personal representatives, executors, administrators, successors and assigns), [understand that transportation from Israel to the United States may not be available through HV,] and acknowledge that I have signed this Waiver and Release without any inducement, duress, coercion, assurance, or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Waiver and Release. I expressly agree that this Waiver and Release is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Pennsylvania, and that any disputes arising out of this Waiver and Release shall be resolved before a court of competent jurisdiction in the Commonwealth of Pennsylvania. I further certify that I am eighteen (18) years of age or older.