

HEBREW VENTURES LLC: WAIVER AND RELEASE

Program Description: Tour of Israel. This includes any associated trips, activities, excursions, accommodations or transportation, whether or not such activities are expressly included in the published itinerary or program materials (the “Program”).

Program Dates: March 7 - March 14, 2027, subject to change at the sole discretion of Hebrew Ventures, LLC (“HV”).

I HAVE READ THIS DOCUMENT CAREFULLY. BY MY SIGNATURE BELOW, I ACKNOWLEDGE THAT I AM VOLUNTARILY GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

1. VOLUNTARY PARTICIPATION; ELIGIBILITY

I acknowledge that my participation in the Program is entirely voluntary. I certify that I am legally competent and medically able to undertake the activities during the Program. I will obtain all necessary travel documentation, medical clearances, insurance and vaccinations prior to my participation in the Program.

2. ASSUMPTION OF RISK

I understand and acknowledge that my participation in the Program entails potential exposure to risks, including but not limited to: acts of violence, natural disasters, extreme weather, illness or disease, bodily injury, loss or damage to personal property, medical care that is different from that in my home country, delays, rerouting or cancellation of travel and accommodations, and government actions, including detainment or deportation. I accept full personal responsibility for any and all risks associated with my participation in the Program, regardless of whether such risks are known, foreseeable or caused in whole or in part by the negligence, actions or inactions of the HV Parties (as defined below), or any third party.

Specifically, I understand that the Program may include travel to areas concerning which the US Department of State may have issued travel warnings. I knowingly assume such risks by participating in the Program, and it is my responsibility to stay up to date on such warnings, which are generally available here:

<https://travel.state.gov/content/travel/en/international-travel/International-Travel-Country-Information-Pages/IsraeltheWestBankandGaza.html>

3. WAIVER AND RELEASE

I hereby waive, release and discharge HV and its officers, directors, members, managers, employees, agents, contractors, partners, volunteers, donors,

insurers, affiliated organizations, successors and assigns (collectively, the “HV Parties”) from any and all claims, actions, causes of action, demands, losses, liabilities, damages, costs or expenses of any kind, whether in law or in equity, known or unknown, foreseen or unforeseen, contingent or fixed, that arise out of, or relate to, my participation in the Program.

I further acknowledge and accept that HV bears no responsibility or liability for any activities in which I may be involved that occur outside the scope of the Program, whether such activities take place before, after or during the term of the Program.

4. INDEMNIFICATION

I agree to indemnify, defend and hold harmless the HV Parties from any and all claims, damages, losses or liabilities (including attorneys’ fees and costs) arising from my acts or omissions during my participation in the Program. I agree that this provision shall survive the termination of the Program.

5. MEDICAL TREATMENT

I consent to, and authorize HV or its representatives to secure, emergency medical treatment if HV deems such treatment necessary. I agree to be fully responsible for all costs associated with such treatment and release the HV Parties from any liability related to such treatment. I understand that HV is not responsible for monitoring my medical condition or providing medical services.

6. NO INSURANCE; PERSONAL RESPONSIBILITY

I understand that HV does not carry or provide medical, liability, travel or personal property insurance for Program participants. I am solely responsible for obtaining adequate insurance coverage and for all medical and other expenses incurred during and as a result of the Program. I understand that while HV has no duty to evaluate the adequacy of my insurance, it may require that I present proof of my insurance as a condition precedent to my participation in the Program.

7. PHOTO, VIDEO AND AUDIO RELEASE

I grant HV and its affiliates a perpetual, irrevocable royalty-free license to use my image, name, likeness, voice and any photographs, recordings or videos taken of me in connection with or during the Program, as well as to edit, modify and create derivative works from such materials, provided such materials are used only for lawful purposes.

8. GOVERNING LAW; JURISDICTION

This Waiver and Release shall be governed by and construed in accordance with the laws of the State of Israel. I agree that any dispute arising from this agreement shall be resolved exclusively in the courts located in Jerusalem, Israel.

9. SEVERABILITY

If any part of this Waiver and Release is found to be invalid or unenforceable, the remaining portions shall remain in full force and effect to the fullest extent permissible under applicable law.

10. FORCE MAJEURE

HV shall not be liable for any delay, cancellation, interruption or failure to perform because of acts of God, war, terrorism, strikes, civil disturbances, government actions, natural disasters or other events beyond its control, including events that make it commercially impracticable to carry out the Program.

11. TRAVEL AND ACCOMMODATIONS DISCLAIMER

HV may engage independent contractors and service providers, including without limitation transportation companies, accommodation providers and activity operators. I agree HV is neither responsible for the actions or omissions of any third-party provider, nor for any issues arising from any interactions I may have with any third-party provider.

12. BEHAVIORAL STANDARDS AND DISMISSAL

I agree to adhere to all rules and regulations of the Program as determined by HV and understand that HV reserves the right to dismiss any participant whose behavior is deemed by HV to be unlawful, unsafe, disruptive or inconsistent with the mission of the Program, such as behavior that is non-compliant with safety instructions, considered harassing or offensive to Program participants or staff, or otherwise disruptive to the Program.

13. FITNESS TO PARTICIPATE

I affirm that I am physically and mentally capable of participating in the Program and will disclose any medical conditions to HV prior to departure. I release HV from any liability relating to any medical condition that I may have.

I confirm that I will voluntarily remove myself from any activity for which I deem myself physically unfit. I further confirm my acknowledgment that HV will not provide any refund for missed activities during the Program.

14. RESPONSIBILITY FOR PERSONAL PROPERTY



I do not and will not hold HV responsible for any loss, theft or damage to my personal property at any time during the Program.

15. DRUG AND ALCOHOL POLICY

I will not use or possess drugs or abuse alcohol during the Program. Violations may result in immediate dismissal without refund.

16. BINDING EFFECT

This Waiver and Release shall bind my heirs, successors, executors, administrators and assigns.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I AM OF LEGAL AGE AND HAVE READ AND FULLY UNDERSTAND THIS WAIVER AND RELEASE OF LIABILITY, AND I AGREE TO BE BOUND BY ITS TERMS.

Participant Name: _____

Participant Signature: _____

Date: _____