

TAGLIT-Birthright Israel

Gift Waiver and Permission Agreement

BRI 18 – Spring Summer 2008

If you are chosen to receive a **Taglit-Birthright Israel** gift, in consideration of **Taglit-Birthright Israel's** payment of the cost of your (10) day educational tour to Israel, including the cost of roundtrip airfare to and from Israel from designated cities and the cost of ten (10) days of touring activities and accommodations in Israel, you hereby acknowledge and agree to the following:

You hereby acknowledge that **Taglit-Birthright Israel International, Taglit-Birthright Israel, U.S.A.** and any affiliated company, their Boards of Directors, officers, servants, agents, employees and representatives, all of the above together shall hereinafter be referred to as **BRI**, and all individuals and organizations that provide financial support directly or indirectly to **BRI** (hereinafter referred to as "**BRI Funders**,") have acted solely in helping to fund your participation on an educational tour (the "Tour") organized by the Tour Organizer you have selected through this registration process ("the Tour Organizer") and for transportation in connection therewith between various North American departure points and Israel. **BRI** and **BRI Funders** are neither the employers nor principals of the Tour Organizer and neither supervise nor direct the Tour Organizer's activities or operations. **BRI** and **BRI Funders** are, therefore, not responsible for the acts or omissions of the Tour Organizer or any of the Tour Organizer's employees, agents or contractors.

BRI and **BRI Funders** shall not be liable or responsible for any loss or damage which you may sustain to your person or property, or for any loss or damage by reason of any delay, modification, curtailment or arrangement pertaining to the services or facilities to be provided by **BRI** or the Tour Organizers in connection with your participation on the Tour and/or any extension thereof. It is understood and agreed that **BRI** and **BRI Funders** assume no responsibility whatsoever, and shall not be held responsible for the operation and management of any of the facilities which may be employed in connection with the Tour and/or any extension thereof or for any damage or claim arising there from or in connection therewith.

Furthermore, and without derogating from the above, you understand that should you decide to extend your ticket and remain in Israel longer, or should you participate in a program which goes beyond the days in which **BRI** participates financially, the decision to do so is yours, and the said extension is in no way part of the program for which any funding or assistance was provided by **BRI** and/or by **BRI Funders**.

You have consulted a physician of your own choice and have been advised by said

physician that you are in good health, do not suffer from any physical or mental ailment or disability which requires any medical or surgical care or treatment, or which would make your travel and/or participation on the Tour hazardous, unwise, unwarranted or a potential source of danger to you or to others who may travel with or participate on the Tour.

You acknowledge that Tour activities, including, but not limited to, hiking, rafting, snorkeling, swimming, camping, bus, jeep and air travel, may be subject to certain hazards; and further that you are voluntarily participating in the Tour and these activities, and understand the dangers and risks involved. You are aware that in the past there have been terrorist attacks, which must be regarded as an additional risk of travel in Israel. You hereby agree to accept any and all risks associated with participating in the Tour.

You may be removed from the Tour for, among other reasons, (a) having provided incorrect or false information regarding any portion of your application or at any time during the application process; (b) failure to participate in any portion of the Tour; (c) use or possession of illegal drugs; (d) illegal use or possession of alcohol. i.e. if participant drinks so much that it impedes his participation in an activity, or if he/she is heavily intoxicated. There will be no tolerance for drunkenness; (e) acts of violence or vandalism; (f) failure to disclose, or disclosure of inaccurate, medical information;(g) drunk or disorderly conduct or (h) failure to comply with any rules or regulations imposed by the Tour Organizer, **BRI** or their employees, servants and agents, including, but not limited to, all terms and conditions of this Agreement.

You acknowledge that if you are removed from the Tour you will be responsible for all expenses you incur from the date of removal, including accommodations, as well as for the original cost of your airfare and of the return to your point of origin. The Tour Organizer reserves the right to determine the date and time of your return flight. Furthermore, you will be responsible to reimburse **BRI** and the Tour Organizer for expenses they have incurred as a result of your having committed any of the acts or omissions for which you have been removed from the Tour, and without derogating from the above – including the full costs of your participation should you have provided misleading information or withheld information regarding your eligibility or non-eligibility to receive the Taglit-**Birthright Israel** gift, as well as all direct and indirect damage thereby caused to them.

You have personal medical insurance coverage, which will be valid in Israel throughout the period covered by the Tour.

In case of medical or surgical emergency, you hereby give permission to the physician selected by the Tour Organizer and/or **BRI** to hospitalize, secure proper treatment for, and to order injection, anesthesia, or surgery for you.

You hereby acknowledge that by voluntarily providing **BRI** and/or the Tour Organizer with any personal information in connection with your participation on the Tour, you consent to the distribution of such personal information to any organizations deemed

appropriate by **BRI**.

You hereby give **BRI**, **BRI**'s agents and organizations deemed appropriate by **BRI** which perform functions integral to its mission including, but not limited to, educational tour organizers receiving funding from **BRI** and organizations that provide financial support directly or indirectly to **BRI** (all of which are referred to herein as "**BRI** supporters") permission to post or publish your name and quotes, articles, thank-you letters, or photographs, etc. related to your participation in the Tour, in whole or in part, without compensation, on any pages of the **BRI** website, which is currently located at <http://www.birthrightisrael.com>, on any pages of a **BRI** supporter's website and in any promotional materials prepared for or on behalf of **BRI** or **BRI** supporters. You understand that the **BRI** or **BRI** supporter's website and promotional materials in which your name, quotes, articles, thank you letters, or photographs, etc. may appear will not include your address and that your address will not be disclosed to third parties in the course of preparing your name, quotes, articles, thank-you letters, or photographs, etc. for posting or publishing. You understand that this permission is perpetual in time and that it encompasses, without limitation, any copyright or right of publicity or privacy that you may have in your name, quotes, articles, thank-you letters, or photographs, etc.

You understand and agree that any photos or film footage taken by you on the Tour are solely for your personal enjoyment and may not be distributed for commercial purposes or for any purpose from which you may derive a financial benefit.

You accept that in order to participate on the Tour, you will need to provide a security deposit of \$250 (or its equivalent in your local currency). Upon completion of the Tour, in accordance with all the heretofore specified guidelines, you will receive this deposit back in full. You further understand that this deposit has been provided in order to secure your spot on an airline, as well as a basis to reserve accommodations in Israel on your behalf. Should you notify the Tour Organizer prior to the deadline for notification of cancellation that you will not participate in the Tour, you will be entitled to retrieve your deposit. However, should you cancel after the deadline for notification of cancellation, you will forfeit all rights to your deposit.

You certify that your passport is valid for at least 6 months from your last day in Israel. If you realize, after the cancellation deadline and after being assigned to a flight that this is not the case, your trip organizer may cancel your trip, without refunding your deposit, if you cannot obtain a new passport in a designated amount of time before the trip.

The exact deadlines for notification of cancellation are:

May – March 17 9:00 am EST

June – April 14 9:00 am EST

July – May 12 9:00 am EST

August – June 16 9:00 am EST

You certify that you will be at least 18 years of age (if a graduating senior in high school, you certify that you will have graduated before attending the trip) and not older than 26

years of age at the time that the program occurs, are Jewish and have never participated on a peer educational Israel experience program as defined by **Taglit-Birthright Israel**. Furthermore, individuals born in Israel, Israeli citizens and bearers of Israeli passports are not eligible for participation, *unless* they prove by official documentation that they left Israel before the age of 12. In addition, students registered full time in Jewish Studies programs exclusively in any institute of higher learning, including Jewish Teacher Training Programs, Jewish Studies programs, Rabbinic programs, Yeshivot/Seminaries, Jewish Communal Service programs, etc. are not eligible for the **Taglit-Birthright Israel** gift.

You have read, understand and agree to be bound by the foregoing terms, policies and all rules and regulations of the Tour, including those, which may be modified, adopted or superceded from time to time. You are aware that these rules, regulations, policies and programs may be changed at any time and will, as changed, be binding on you. **BRI** will notify you in the event of significant modifications to these rules, regulations, policies and programs and you acknowledge that your continued participation in the application process or the Tour itself will be considered an acceptance of such modifications. This agreement is covered by the laws of the State of Israel, without regard to conflict of law principles. You acknowledge that your agreement to the above is a precondition to participation in the Tour, and that failure to accept this waiver and permission agreement and to agree to its terms would result in **BRI**'s rejecting your application to participate in the Tour.

Should it be discovered, at any time, that you have breached any of the terms or conditions of this Agreement, or that you have provided misleading information or withheld information regarding your eligibility or non-eligibility to receive the Taglit-Birthright Israel gift, you will be responsible for paying and/or reimbursing **BRI** for all costs and expenses associated with the Tour.

You agree that by signing below, you thereby acknowledge that you have read and understand this waiver and permission agreement and agree to be bound by its terms and conditions.

DECLARATION:

I HEREBY AGREE AND ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS WAIVER AND PERMISSION AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

Name (print) _____

Signature _____

Date _____ **Program** IsraelExperts_____

Taglit-Birthright Israel Gift Waiver and Permission Agreement

(Please note the applicant will need to re-sign this waiver prior to departure once they have turned 18 years of age)

If you are under the age of 18 when signing this Waiver and Permission Agreement, your parent or legal guardian must also read this Waiver and Permission Agreement and sign below.

The undersigned certifies that he/she is the parent or legal guardian of _____ (the “tour participant”) and, as such, on behalf of him/herself and the tour participant agrees to the terms of this Waiver and Permission Agreement, releases **BRI** and **BRI** Funders from all liabilities as set forth above and indemnifies and holds harmless **BRI** and **BRI** Funders from all liabilities in connection with the tour participant’s participation in the Tour.

Date: _____

Signature: _____