



Sandra & Lawrence Post
Israel Grants
P R O G R A M

Sandra and Lawrence Post Israel Grants Program

ACKNOWLEDGMENT, AGREEMENT AND RELEASE

Congratulations on your being selected by the Jewish Federation, a California nonprofit corporation ("JFC") to receive a grant for an educational/volunteer trip to Israel. Your grant has been funded in part by JFC, which is not an affiliate of the trip organizer, _____ ("Trip Organizer"). In consideration of accepting your grant, you, the undersigned Participant ("Participant"), acknowledge and agree to the following terms and conditions.

1. **Participant hereby acknowledges as follows:** (i) he/she is the person designated as Participant on the signature lines below; (ii) that, unless the Parent or Guardian Waiver set forth below has been fully executed, Participant is eighteen (18) years of age or older; (iii) that Participant will be traveling to participate in an educational trip to various cities and other locations in Israel or to volunteer in Israel (the "Israel Trip"); (iv) that the United States Department of State has issued travel warnings to U.S. citizens considering travel to Israel, the West Bank and Gaza encouraging U.S. citizens to defer such travel, and for U.S. citizens already there, to avoid certain locations including, but not limited to, crowded venues, pedestrian zones, public buses, bus stops, shopping areas, malls, restaurants and cafes; (v) that Participant should expect delays and difficulties and possible denial at entry and departure checkpoints; **(vi) that on the Israel Trip, Participant may experience violence that can, among other things, be attributable to terrorist attacks, confrontations, bombings, shootings, roadside explosives, kidnappings, military shelling and firing, all of which could injure Participant and Participant's personal belongings; and (vii) that the foregoing occurrences may result in, among other things, mental anguish, physical injury to person or property, or death.**

2. **Participant hereby further acknowledges:** (i) that JFC is not the operator of the Israel Trip and that if Participant wishes to participate in the Israel Trip, Participant must travel to and participate in the Israel Trip pursuant to the terms and responsibility of the Trip Organizer and not JFC (ii) that JFC is not in any way affiliated with and does not supervise or direct the activities of Trip Organizer; (iii) that the Israel Trip may include swimming, snorkeling and rafting, all of which could lead to hypothermia, prolonged exposure to water, or even death by drowning; (iv) that the Israel Trip may include hiking and climbing on steep, rocky and/or slippery terrain, and exposure to, among other things, poisonous plants, insects, reptiles or animals, leading to property loss, injury, illness, shock or death; v) that the Israel Trip may include outdoor sleeping and exposure to uncomfortable and/or harmful natural elements such as heat, sun, wind, and rain, all of which can lead to property loss, injury or death; (vi) that the Israel Trip includes transportation by land, air and water, including the hazards of travel in wilderness areas and travel in a country with ongoing terrorist and military activity with limited or no access to alternative transportation, medical facilities or medical personnel, and/or means of rapid evacuation;; and (vii) that insurance (including medical and liability insurance), if any, as well as travel, lodging, meal, rafting, hiking, snorkeling, swimming, expedition and similar arrangements will be provided by Trip Organizer only, and not JFC.

3. **Participant hereby further acknowledges:** (i) that Participant has read the brochure concerning the Israel Trip, including all terms and conditions regarding deposits, refunds, cancellations, liability, and responsibility, and understands that all Israel Trip arrangements and terms and conditions have been

established in good faith and understands that changes in dates, itinerary, leadership, activities, accommodations, or transportation may be necessary; (ii) that Participant is in good health and knows of no medical and or personal reasons why he/should not participate in the Israel Trip; (iii) that Participant has provided to Trip Organizer a list of all medical problems and conditions that may affect Participant's participation in the Israel Trip, and all required medications of Participant; and **(iv) JFC does not carry or maintain any health, medical, disability, damage, or other liability insurance coverage or life insurance coverage for the benefit of the Participants, and expressly disclaims any responsibility or obligation to do so. Participant expressly and freely assumes any and all risks of death, bodily injury, or property damage sustained while participating in or otherwise arising in connection with the Israel Trip.**

4. **Participant, for himself/herself and his/her respective heirs, successors and assigns, hereby and forever releases and discharges JFC and its members, directors, trustees, officers, employees, contractors, agents, affiliates, agencies, synagogues, successors and assigns (collectively "Releasees"), from, and covenants not to sue, or commence arbitration or other proceedings against, any of the Releasees with respect to, any and all claims, actions, causes of action and demands of every kind and nature in law, equity, or otherwise, known or unknown, suspected or unsuspected, disclosed or undisclosed, for damages, losses, liabilities, costs and expenses, actual or consequential, past, present and future, arising out of or in any way related to Participant's travel to Israel, participation in and involvement with the Israel Trip and Trip Organizer even if such damages, losses, liabilities, costs and expenses arise in part or in whole out of the negligence or carelessness of Releasees. Releasees shall not have responsibility or liability whatsoever for any action or omission of Trip Organizer or any of Trip Organizer's employees or agents.**

Participant hereby expressly waives the provisions of Section 1542 of the Civil Code of the State of California which reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

5. **Participant hereby authorizes JFC:** (i) to take, produce and use Participant's recorded voice, written materials, photographs – digital or film, films, recordings or other items of a similar nature, in which Participant may be included in whole or in part (the "Authorized Materials"), in connection with JFC marketing materials, promotion, media dissemination and fundraising (the "Authorized Uses"), and the Authorized Materials may be used in conjunction with Participant's first and/or last name, a fictitious name or without identification; and (ii) to retain all rights, title and interest Participant may have in the Authorized Materials, including the right to copyright, use, publish, exhibit and broadcast the Authorized Materials for the Authorized Uses

6. **Participant hereby expressly waives** any right to inspect or approve the Authorized Materials or the Authorized Uses, **and releases and discharges** JFC and the Releasees from any liability resulting from all Authorized Uses of the Authorized Materials.

7. **Participant hereby represents and warrants:** (i) that no promise or inducement has been offered in connection herewith; (ii) that this Acknowledgment, Agreement and Release ("Release") is executed without reliance upon any statement or representation by any of the Releasees, or their respective representatives, concerning the nature and extent of damages, if any, and of legal liability therefor, if any; (iii) that, unless the Parent or Guardian Waiver set forth below has been fully executed, Participant is of legal age, legally competent and authorized to execute this Release; (iv) that this Release is, or may be deemed to have been, entered into in the State of California; and (v) that Participant accepts full responsibility therefore.

8. If one or more provisions of this Release are held to be unenforceable under applicable law, such provision shall be excluded from this Release and the balance of this Release shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

9. This Release will be governed by and construed according to the laws of the State of California, as such laws are applied to agreements entered into and to be performed entirely within California between California residents. The parties hereby expressly consent to the personal jurisdiction of the state and federal courts located in Los Angeles County, California for any lawsuit arising from or related to this Release.

10. In the event of any matter involving this Release, the person(s) not prevailing shall pay the attorneys' fees and costs of the person(s) prevailing in any such matter.

I have read this Release in its entirety and I understand its contents. I am aware that this Release is a legally binding document and that I am releasing significant legal rights by signing it. I am freely and voluntarily signing this Release.

Date

Trip

Printed name of Participant

Signature of Participant (if 18 years of age or older)

Parent or Guardian Waiver and Permission Agreement

If Participant is under eighteen (18) years of age when signing this Acknowledgment, Agreement and Release ("Release"), Participant's parent or legal guardian must also read this Release and sign below.

The undersigned certifies/certify: (i) that he/she is, or they are, the parent(s) with legal custody of Participant and/or legal guardian(s) of Participant; (ii) that Participant is under eighteen (18) years of age; and (iii) that the undersigned is/are of legal age, legally competent and authorized to execute and deliver this Release **without the necessity of obtaining any other person or entity's consent or approval, including but not limited to another parent's consent or approval.** The undersigned, for himself/herself/themselves, for Participant and for the respective heirs, successors and assigns of the undersigned, hereby acknowledge(s) that he/she has, or they have, read and understood all of the provisions of this Release and he/she agrees, or they agree, to all of the terms of this Release.

Signature of parent or guardian

Signature of parent or guardian

Relationship to Participant

Relationship to Participant