

JEWISH NATIONAL FUND USA

MISSION TO ISRAEL

Acknowledgement and Waiver Agreement

I, the undersigned (the “Participant”), am over the age of 18 and hereby confirm my desire to participate in a trip to Israel and possible other countries (the “Mission”) organized by Jewish National Fund USA and its affiliates (collectively, “JNF-USA”). As a condition of my participation in the Mission, I agree to be bound by terms and conditions of this Acknowledgement and Waiver Agreement (this “Agreement”).

1. Acknowledgements and Understandings

I understand that I am voluntarily participating in a Mission focused on providing relief and aid to communities in Israel as a result of the ongoing war. I understand that I will be volunteering on an as-needed basis across various fields, including, but not limited to, education services, after-school activities, interacting with children and seniors, working in agriculture and farm settings to ensure food security, meal preparation and service.

I am aware that I am traveling to Israel at a time when it is engaged in open war which significantly increases the risk to my safety and security. I have read, or have had the opportunity to read, the United States Department of State’s Travel Warning(s) found at <http://www.travel.state.gov> for all countries included in the itinerary for this mission (the “Mission”). These risks include, but are not limited to, property damage and loss, death, or injury by accident, disease, or terrorist acts.

I understand that it is entirely my responsibility to procure all travel and medical related insurance, understanding that many insurance policies have war time exclusions. I understand that war risk or high-risk insurance is available and highly recommended for accidental death, medical and emergency medical evacuation from war zones.

I acknowledge and affirm that, notwithstanding any security arrangements that may be made by JNF-USA or any other party, JNF-USA does not guarantee and is not responsible for my personal safety and my property while participating in the Mission or any Mission-related activities, including, but not limited to, airline travel, ground transportation, meals, lodging, and recreational activities, to include the activities of this particular Mission as described on the attached itinerary and/or in other materials distributed in connection with this Mission, including but not limited to, for example, cleanup and refurbishing of sites in Israel.

I further acknowledge and affirm that the Covid-19 pandemic will be ongoing at the time of the Mission, and that notwithstanding any precautions that may be taken by JNF-USA or any other party, JNF-USA cannot guarantee that the Covid-19 virus will not be transmitted to me during the Mission. I assume the risk of contracting Covid-19 from other individuals who may be present during the Mission, including but not limited to Mission participants, JNF-USA staff and volunteers, tour operators and vendors.

2. Medical Matters

I have consulted a physician who has advised me that I am in good health, do not suffer from any physical or mental ailment or disability that requires any medical or surgical care or treatment, or that would make travel and/or participation in the Mission hazardous, unwise or a potential source of danger to me or to others who may travel with or participate in the Mission, including but not limited to as may relate to the current COVID-19 global pandemic. I agree that if any significant change concerning my health and medical condition should occur prior to my departure for the Mission, I will inform JNF-USA in writing. I have consulted a physician who has advised me of any medications or inoculations recommended before, during, or after the Mission. I understand that I am fully responsible at all times for my own health leading up to, while participating in, and following the conclusion of the Mission.

I understand and agree that JNF-USA is not responsible for any medical care or hospitalization incurred prior to my departure or after my return to my home country, irrespective of whether I am travelling with JNF-USA or separately to participate in the Mission.

In case of medical or surgical emergency on the Mission, I understand and agree that available medical professional(s) may transport, hospitalize or otherwise secure proper treatment for me and may order such treatment for me as is deemed necessary, and that I shall be solely responsible for any and all costs associated with such transport, hospitalization, or treatment, except as otherwise covered by the Policies in accordance with their terms.

3. Assumption of Risks

I AM VOLUNTARILY PARTICIPATING IN THE JNF-USA MISSION WITH A FULL UNDERSTANDING OF THE RISKS SET FORTH IN THIS AGREEMENT, AND I ASSUME AND AGREE TO ACCEPT ALL RISKS TO MY SAFETY AND SECURITY ASSOCIATED WITH MY PARTICIPATING IN THE MISSION.

4. Releases

In light of the above and in consideration of being permitted to participating in the Mission, I do, for myself, my spouse, my heirs, my executors, my administrators, and my assigns, release and forever discharge JNF-USA and its respective subsidiaries, affiliates, predecessors, successors, and assigns, and all of its respective past, present, and future officers, directors, shareholders, employees, agents, and contactors, and their respective heirs, executors, administrators, and assigns (collectively, the "Releasees"), of and from any and every claim arising from or by reason of any bodily injury, disease, personal injuries known or unknown (including emotional trauma), death, or property damage resulting or alleged to result from any accident, or other episode that may occur, whether based on the negligence of, or the breach of contract by, any Releasee or any other party for whose acts may be responsible in law or in fact, or any other cause or principle of law, as a result of my participation in the Mission or any activities in connection with the Mission.

This release contains the entire agreement between the parties to this release. This release supersedes any prior or contemporaneous agreements, understandings, and negotiations regarding its subject matter. This release shall be interpreted and enforced in accordance with the laws of the State of New York, and shall be as broad and inclusive as permitted by such laws. If any provisions of this release are held invalid, it is agreed that the balance shall notwithstanding continue in full force and legal effect.

I have carefully read the foregoing release and understand its contents, and acknowledge that this is a release of liability and, as such, is a binding and fully enforceable contract between me and JNF-USA.

5. Non-Liability for Negligence of Others

I agree that the Releasees shall not be liable or responsible for any loss or damage which I may sustain to my 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 JNF-USA in connection with my participation in the Mission. It is understood and agreed that Releasees 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 Mission or for any damage or claim arising there from or in connection therewith.

6. Valid Passport

I certify that my passport is valid for at least 6 months from my last day in Israel.

7. Use of Information

I hereby acknowledge that by voluntarily providing JNF-USA with any personal information in connection with my participation in the Mission, I consent to the distribution of such personal information to any organizations deemed appropriate by JNF-USA.

8. Photographic and Documentary Release

I acknowledge that JNF-USA may engage individuals to document the Mission by taking photographs and video that may contain my likeness or image, as well as the likeness or image of my property relating to or arising from the Mission (the "Photographs"). Photographs may also be obtained from other Mission participants. I hereby agree to participate in all such photography and recording.

I grant JNF-USA and its agents, employees, designees, affiliates, and licensees (collectively referred to as "JNF-USA"), the irrevocable and unrestricted right:

- To take, collect and obtain photographs and video that may contain my likeness or image, as well as the likeness or image of my property relating to or arising from the Mission (the "Photographs");
- To take, record, publish and obtain testimonials or other statements from me regarding my Mission experience (the "Testimonials"); and

- To use, copy, modify, adapt, distribute, publish, display, exhibit and otherwise use, either in whole or in part, the Photographs and the Testimonials, including on a JNF-USA website and in any JNF-USA educational, advertising, marketing and promotional materials.

I understand and agree that the Photographs may or may not contain attributions specifically identifying me or any of my property.

I understand and agree that this irrevocable and unrestricted right applies to the Photographs taken by JNF-USA (including by JNF-USA agents) as well as the Photographs taken by fellow participants in the Mission and obtained by JNF-USA.

I understand and agree that Testimonials may be obtained through letters, forms, surveys, email correspondence, and my participation in social networking sites, forums and other relevant media sources.

JNF-USA shall have the right to modify, reproduce, display or otherwise disseminate the Photographs and Testimonials, in whole or in part, provided that any modifications or alterations made to such Photographs and Testimonials do not significantly alter or misrepresent the original content.

I hereby release and discharge JNF-USA (including its employees, agents, successors, licensees and assigns) from any and all claims I might have in connection with JNF-USA's use, display, dissemination or exploitation of the Photographs and Testimonials, including, any claims for defamation; violation of any moral or artist rights; and/or any right of privacy or publicity.

I further acknowledge that I will receive no compensation from JNF-USA relating to the publication, distribution or other use of the Photographs and/or Testimonials as set forth in this Release.

9. General

New York Law. This Agreement is covered by the laws of the State of New York, without regard to conflict of law principles.

Consent to Jurisdiction. I and JNF-USA hereby irrevocably submit and consent to the jurisdiction of any court of record of the State of New York in the County of New York or a United States District Court in the Southern District of the State of New York over my or its person for purposes of any judicial proceeding that may be instituted in connection with any matter arising under or relating to this Agreement. Each party hereby waives any claim that any such court is an inconvenient forum and any objection to the laying of venue in any such court.

Waiver of Jury Trial. I AND JNF-USA HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS SUCH PARTIES MAY HAVE TO A TRIAL BY JURY IN ANY JUDICIAL PROCEEDING THAT MAY BE INSTITUTED IN CONNECTION WITH ANY MATTER ARISING UNDER OR RELATING TO THIS AGREEMENT.

Headings. Headings contained in this Agreement have been inserted for reference purposes only and shall not be considered part of this Agreement in construing this Agreement.

Severability. If any provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held invalid or unenforceable, in whole or in part, the remainder of this Agreement, or such provision, or the application thereof to persons or circumstances other than those as to which it is held to be invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

DECLARATION:

I HEREBY AGREE AND ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS ACKNOWLEDGEMENT AND WAIVER AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. I UNDERSTAND THAT IN SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS THAT I OTHERWISE MAY BE ENTITLED TO.

Name (print) _____

Signature _____

Date _____