MISSION LIABILITY RELEASE AND AGREEMENT

I, (the "Participant"), hereby confirm my desire to participate in a JNF-USA trip outside the United States (the "Mission") organized by Jewish National Fund – USA ("JNF-USA"). As a condition of my voluntary participation in the Mission, I agree to be bound by terms and conditions of this mission liability release and agreement (this "Agreement").

<u>Before-and-After Mission and Personal Time</u>. I understand that none of the JNF-USA Parties (defined below) is responsible for my actions or liable to me in any way should I extend my stay either prior to the start of the Mission or following the conclusion of the Mission, or should I undertake activities during the Mission on personal time that are not organized by JNF-USA.

Medical Clearance. 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.

<u>Insurance</u>. I understand that proof of travel health insurance is mandatory in order to enter Israel. I will need to provide medical travel and emergency from the date of departure on the Mission until the date of return from the Mission. I understand and agree that none of the JNF-USA Parties is 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.

Information and Assumption of the Risks Related to COVID-19. I understand that there are certain dangers inherent in my participation in the Mission at this time relating to the spread of COVID-19, which is contagious and presents a danger of illness, short- or long-term disability, and, in some cases, death, as well as potential transmission to others. I understand that risk of exposure to COVID-19 is present in any place where people are present. I also understand that there is a potential heightened risk related to COVID-19 for certain persons based on age, certain underlying medical conditions, or other factors. More information about heightened risk factors can be found here: https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/index.html. I understand that it is possible that contraction of and/or illness or other

complications related to COVID-19 may occur while traveling to/from and during the Mission. I agree that I have full knowledge of and assume the risks involved in participating in the Mission as they relate to COVID-19.

I understand that my home country and/or the country/ies to be visited on the Mission may impose certain testing, quarantine, and other rules, requirements, and obligations related to COVID-19. I hereby agree to abide by any such rules, requirements, and obligations as may be in place while traveling to/from and during the Mission. I further agree that I shall be solely responsible for any and all costs associated with abiding by such rules, requirements, and obligations, including if they may result in the need to extend my stay in the country/ies to be visited on the Mission (such as in the event of a mandatorily imposed quarantine). I also agree to abide by any rules, requirements, and obligations related to COVID-19 as may be imposed by JNF-USA, including but not limited to requirements regarding social distancing and use of facial coverings or other personal protective equipment.

I hereby represent and warrant that I presently do not show any symptoms of COVID-19, including but not limited to, fever, cough, shortness of breath/difficulty breathing, or new loss of taste or smell (a full list of symptoms can be found here: https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html), and will not participate in the Mission if I incur or begin to show any of these symptoms at any time in the 14 days leading up to and inclusive of the date of departure for the Mission.

Voluntary Participation, Assumption of the Risks, and Pre-Trip Information. I have decided to voluntarily participate in the Mission and understand and agree to accept any and all risks to my safety and security associated with participating in the Mission, including but not limited to property damage and loss, death, physical and/or psychological injury or temporary or permanent disability by illness (including, without limitation, COVID-19), accident, disease or terrorist act, and contracting or transmitting illness (including, without limitation, COVID-19), and will not hold JNF-USA or JNF-USA Parties responsible for any claims or losses that may arise out of or relate to my travel to/from and participation in the Mission. I acknowledge and affirm that, notwithstanding any security arrangements that may be made by JNF-USA, JNF-USA does not, and cannot, guarantee and is not responsible for the safety of my person or property during the Mission or any Mission-related activities, including, but not limited to, airline travel (including commercial and chartered flights), ground transportation, meals, lodging, or recreational activities. I acknowledge that certain activities during the Mission, including, but not limited to, hiking, rafting, snorkeling, swimming, camping, and bus and jeep rides may be subject to certain hazards and that by voluntarily participating in the Mission and these activities I understand the dangers and risks involved.

I understand that, in advance of the Mission, I may periodically check the State Department's website, found at https://www.travel.state.gov, and the CDC's website, found at https://wwwnc.cdc.gov/travel/notices/, to see if the country travel advisories or the worldwide caution have been superseded by new information. I understand that the informational resources provided by JNF-USA regarding travel and conditions in the Mission locations are offered as one resource only, and that the information does not purport to be complete or

comprehensive. I am aware that there are inherent risks in travel related to the Mission, and that the political, cultural, law enforcement, and health and safety environments in these countries may differ substantially from those in the United States. In addition to having read and understood the information provided, I, therefore, have researched and educated, or have had the opportunity to research and educate, myself regarding specific risks related to traveling to the locations of the Mission and/or I have consulted with a travel expert. I agree that JNF-USA reserves the right to make changes to the Mission's itinerary (or to cancel or postpone its Mission in part or whole) any time and for any reason, with or without notice. I understand and agree that should there be any such changes to the Mission's itinerary, I will keep myself apprised of any updates to the information, and that in addition to having read and understood the updated information, I have had the opportunity to research and educate myself regarding specific risks related to traveling to the locations of the Mission and/or I will consult with a travel expert based on any changes to the Mission's itinerary.

Liability Release. I agree that none of the JNF-USA Parties shall be liable for any action taken or omitted to be taken by a JNF-USA Party in connection with or in any way related to the Mission. I understand and agree that, to the extent there are risks or dangers known to JNF-USA associated with the Mission, JNF-USA has taken reasonable steps or will take reasonable steps to make me aware of such risks or dangers. However, I also understand and agree that the JNF-USA Parties will not be responsible for the operation and management of any of the facilities which may be used or visited in connection with the Mission or for the actions or inactions of any third parties, or for any damage or claim arising therefrom. In light of the information provided to me and in consideration of my being permitted to participate in the Mission, I do, for myself, my spouse, heirs, executors, administrators and assigns, release and forever discharge JNF-USA, as well as its respective subsidiaries, members, affiliates, predecessors, successors and assigns, and all of their respective past, present and future officers, directors, shareholders, members, employees, agents, and contractors, and their respective heirs, executors, administrators and assigns (individually, a "JNF-USA Party" and, collectively, the "JNF-USA Parties") relating to any and every claim against any JNF-USA Party or JNF-USA Parties relating to or arising out of my participation in the Mission, including but not limited to any claim arising from or by reason of any bodily injury, personal injuries (including emotional trauma or distress), contraction of or transmission of any illness, temporary or permanent disability, death, or property damage resulting or alleged to result from any accident, incident, or other episode or cause, whether known or unknown, that may occur during or as a result of my participation in the Mission, whether or not based upon the negligence of, or breach of contract by, any JNF-USA Party or any other party for whose acts or omissions any JNF-USA Party or JNF-USA Parties may be responsible under any applicable legal principle, except for any claim that may not be released as a matter of law (collectively, the "Released Claims"). I do, for myself, my spouse, heirs, executors, administrators and assigns, covenant not to sue in a court of law or equity or to otherwise pursue a legal action against the JNF-USA and/or the JNF-USA Parties upon any of the Released Claims, and indemnify JNF-USA and the JNF-USA Parties against reasonable attorneys' fees and other costs and litigation expenses incurred in the defense thereof.

<u>Indemnity</u>. I agree that none of the JNF-USA Parties shall be liable for any action taken or omitted to be taken by any third party, including but not limited to physicians, sponsors or participants affiliated with the Mission, in connection with or in any way related to the Mission or my participation. I hereby indemnify, and agree to hold harmless, to the fullest extent permitted by law, JNF-USA and the JNF-USA Parties from and against any and all loss, claims, damages, liabilities, or actions (including, without limitation, any loss, claims, charges, liabilities, or actions arising out of the negligence or alleged negligence of any third party) in any way arising out of, connected with, or attributable to my participation in the Mission (including, without limitation, any general medical treatment or emergency medical treatment rendered to me in the event of need).

<u>Express Third Party Beneficiaries</u>. I acknowledge and agree that this Agreement is entered into for the express benefit of each and all JNF-USA Parties, and that each JNF-USA Party is relying on this Agreement, and that each JNF-USA Party shall be in all respects entitled to the benefit of this Agreement and to enforce the provisions hereof.

Governing Law, Severability and Venue. This Agreement shall be interpreted and enforced in accordance with the laws of the State of New York without regard to its conflict of law rules, and shall be construed as broadly and inclusively as permitted by such laws. If any provision, or aspect of any provision, of this Agreement is held invalid by any court of competent jurisdiction, in such event, the balance of this Agreement shall continue in full force and effect and be enforced as if the invalid provision, or aspect of a provision, were not contained in this Agreement. Venue and jurisdiction of any lawsuit involving this Agreement shall be vested exclusively in, and I hereby consent to the jurisdiction of, the federal courts sitting in New York County, New York.

Entire Agreement. This Agreement contains the entire agreement between you and JNF-USA on the subject matter contained herein and supersedes any prior or contemporaneous agreements, understandings, and negotiations regarding the Mission.

Required Agreement Acceptance. I have carefully read this Agreement, understand its contents and acknowledge that it contains a release of liability and such is a binding and fully enforceable contract between me, on one hand, and the JNF-USA and all JNF-USA Parties, on the other hand. Having consulted, or having had the opportunity to consult, my own counsel as to the meaning and legal effect of this Agreement, I have voluntarily signed this Agreement, signifying my intent to be legally bound herein, by clicking the designated "I accept" button on the Mission registration page. I agree that such electronic acceptance is the legal equivalent of my manual signature on this Agreement.