

Birthright Israel
Gift Waiver and Permission Agreement
(the "Waiver and Agreement" or "Agreement")

BRI 37 – Winter 2018

1. **These Terms and Conditions Are Important.** Please read the terms and conditions of this Gift Waiver and Permission Agreement carefully; they impose legal obligations on you and on us, and establish our legal relationship. **IF YOU DO NOT AGREE TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS, YOU MAY NOT PARTICIPATE IN THE TOUR.** By the terms "**you**", and "**your**" we refer to applicants to and participants in the Tour (as that term is defined below), as well as to a parent or guardian signing this agreement properly on behalf of an applicant who at the time of registration is under the age of 18. The terms "**we**" and "**us**" refer to Birthright Israel International, Birthright Israel, U.S.A. (as these terms are further defined below).
2. **Your Agreement.** In order for your application to be accepted, you will be required to signify your agreement to be legally bound by these terms and conditions by clicking a designated "I Accept" button on our registration page. You must click "I accept" and thereby accept these terms and conditions, to participate in the Tour.
3. **Your Acknowledgements.** If you are chosen to receive a **Birthright Israel** gift, in consideration of **Birthright Israel's** payment of the cost of your (10) day educational tour to Israel (the "Tour"), 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:
 - 3.1 **Relationship Between BRI and Your Trip Organizer.** You hereby acknowledge that **Birthright Israel International, Birthright Israel, U.S.A.** and any affiliated company, their Boards of Directors, officers, servants, agents, employees and representatives (collectively, "**BRI**"), and all individuals and organizations that provide financial support directly or indirectly to **BRI** (collectively, "**BRI Funders**") have acted solely in helping to fund your participation on the Tour organized by the Trip Organizer you have selected through this registration process (the "Trip 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 Trip Organizer and neither supervise nor direct the Trip Organizer's activities or operations. **BRI** and **BRI Funders** are, therefore, not responsible for the acts or omissions of the Trip Organizer or any of the Trip Organizer's employees, agents or contractors.
 - 3.2 **Loss or Damage Due to Airlines, Services or Facilities.** **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 flights, services or facilities to be provided by **BRI** or the Trip 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 airlines, services or 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.

We strongly recommend all participants to purchase travel insurance on top of the medical insurance you are required to have. This travel insurance should cover domestic flight delay or cancellation as well as personal property theft, loss and/ or damage.

3.3 Extension of Your Stay. 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.

***Should you decide to forfeit your return ticket* - If you do not contact the airline before your scheduled return date and neglect to arrive for the scheduled departure you will forfeit your \$250 deposit held for your trip. This includes stop over and domestic portions of the ticket we purchased on your behalf.**

3.4 Revocation of Tour Participation. Notwithstanding the fact that your application to join the Tour has been accepted by **BRI**, if **BRI** subsequently determines that you have not fulfilled the eligibility criteria for the Tour, that **BRI** or a Tour Organizer cannot reasonably accommodate your needs on the Tour, or that you are not otherwise an appropriate candidate for the Tour, **BRI**, in its sole discretion, may cancel its acceptance of your application and thus your participation on the Tour.

4. Your Health; Medical Considerations. You agree that 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 condition, 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.

4.1 Health Insurance. You agree that you have personal medical insurance coverage, which shall be valid in Israel throughout the period covered by the Tour. (If you do not have medical insurance and are purchasing travel/medical insurance for the sole purpose of this trip, you may want to consider supplementary coverage for continuation of treatment/care in your home country if required when you return home.)

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

5. Inherent and Other Dangers from Tour Activities; Additional Risks of Middle East Travel. 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.

6. Code of Conduct.

- 6.1 Loss of Tour Privileges.** You may be removed from the Tour for any reason, including (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; (e) becoming inebriated to a degree that impedes participation in an activity; (f) use or possession of alcohol in violation of the Alcohol Policy annexed to this Agreement as Exhibit A; (g) acts of violence or vandalism; (h) failure to disclose, or disclosure of inaccurate, medical information; (i) drunk or disorderly conduct or (j) acts of harassment. (k) failure to comply with any rules or regulations imposed by the Trip Organizer, **BRI** or their employees, servants and agents, including, but not limited to, all terms and conditions of this Agreement.
- 6.2 Enforcement of Code of Conduct.** The decision to remove you from the Tour shall lie in the sole discretion of the Trip Organizer or **BRI**, and neither the Trip Organizer nor **BRI** is obligated to give you any “second chances” or warnings concerning your misconduct.
- 6.3 Effect of Removal from Tour; Your Responsibility for Expenses.** 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 Trip Organizer reserves the right to determine the date and time of your return flight. *Should you not embark on the return flight we have booked for you, then in addition to your being responsible for the above costs, the return portion of your flight will be deemed forfeited and you will be responsible for purchasing your own ticket home at your expense.* Furthermore, you will be responsible to reimburse **BRI** and the Trip 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 **Birthright Israel** gift, as well as all direct and indirect damage thereby caused to them.

7. Protection of Personal Information; Limited Use for Publicity and Other **BRI Purposes.** **BRI** will treat personal information you provide to us in accordance with our Privacy Policy, located at <http://www.birthrightisrael.com/Pages/Privacy-Policy.aspx> You acknowledge, however, that one of **BRI**'s missions is to educate others concerning the fulfilling educational, cultural, religious, and bonding experience the Tours present. Therefore, you agree as follows:

- 7.1 Tour Experiences.** For convenience, the term “**Tour Experience Information**” shall mean, with respect to your Tour and associated experiences: (i) your name, (ii) your mailing address, (iii) thank-you notes and letters from you; (iv) testimonials or other statements from you regarding your Tour experience; (v) photographs and video that may contain your likeness or image relating to or arising from the Tour, whether taken by you, another Tour participant, a **BRI** staff person or an agent of **BRI**; and (vi) other information you wish to provide to us.
- 7.2 Permission to **BRI**.** You hereby give **BRI**, **BRI**'s agents, affiliates and organizations, as determined by **BRI** in its sole discretion, 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** (collectively, "**BRI** supporters") permission to copy, modify, adapt, distribute, publish, display, exhibit and otherwise use, either in whole or in part, without compensation, your Tour Experience Information, including on a BRI website, (currently located at <http://www.birtherightisrael.com>), on pages of a **BRI** supporter's website and in educational, advertising, marketing and promotional materials prepared for or on behalf of **BRI** or **BRI** supporters. You understand that this permission is perpetual in time and that it encompasses, without limitation, permission under any copyright or right of publicity or privacy that you may have in your Tour Experience Information.

You understand and agree that the Tour Experience Information may or may not contain attributions specifically identifying you. In addition, you understand and agree that Tour Experience Information may be obtained through letters, forms, surveys, email correspondence, and your participation in social networking sites, forums and other relevant media sources.

BRI will have the right to modify, reproduce, display or otherwise disseminate the Tour Experience Information, in whole or in part, provided that any modifications or alterations made to Tour Experience Information do not significantly alter or misrepresent the original content.

7.3 No Address Disclosed. BRI or BRI supporter's website and promotional materials in which your Tour Experience Information may appear will not include your address, and your address will not be disclosed to third parties in the course of preparing your Tour Experience Information for posting or publishing. Please understand, though, that for mailing list and other purposes that do not involve a permission such as that set out in Section 7.2 (Permission to BRI), above, we may share your mailing or email address with like-minded organizations.

7.4 Photos and Film Footage. 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.

8. Security Deposit. You accept that in order to participate on the Tour, you will need to provide a security deposit of US \$250* (or its equivalent in your local currency). Upon successful completion of the Tour, in accordance with all the heretofore specified guidelines, you will receive this deposit back in full in the method specified during the payment process. You also understand that, after the trip, **BRI** may offer you the opportunity to voluntarily donate all or part of your deposit to support future **BRI** trips and that this decision is solely at your discretion.

*All deposits are subject to a \$10 non-refundable handling fee by Payoneer, Inc.

You understand that if you do not retrieve your deposit within 30 days of the trip through the method specified during the payment process, the deposit will be deemed forfeited and not returned to you.

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 Trip 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.

The deadline to cancel your participation (in writing) on a Birthright Israel trip without penalty (\$250 deposit) is 65 days prior to your departure date.

9. **Valid Passport.** 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.
10. **Age Requirements; Further Eligibility Requirements.** 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 Tour occurs, are Jewish and that since the age of 18 have not participated on a peer educational Israel experience program as defined by **Birthright Israel**. Additionally, you have not spent approximately 3 months or more in Israel in any capacity since the age of 12. 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 **Birthright Israel** gift. Notwithstanding the foregoing, BRI reserves the right to deny eligibility or participation to any applicant for any reason or no reason.
11. **Binding Nature of the Agreement; Modifications.** 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 superseded 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, as follows: (i) **BRI** will notify you in the event of significant modifications to these rules, regulations, policies and programs; (ii) if, after this notification, you continue to participate in the application process or the Tour itself, you will be considered to have accepted such modifications.
12. **Required Acceptance of This Agreement.** 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.
13. **Choice of Law.** For purposes of this section, the term "**Electronic Enforcement**" shall mean legal and factual issues involved in evaluating and determining the enforceability and binding nature of an electronic agreement, including (i) electronic signature and electronic asset mechanisms, (ii) clickwrap and shrinkwrap contracting procedures, (iii) attribution of electronic records and assets, and (iv) similar enforceability issues. The parties agree that the laws of the State of New York, USA (without regard to conflict of law principles) shall govern the determination of all issues concerning Electronic Enforcement. The parties agree that the laws of the State of Israel (without regard to conflict of law principles) shall govern the determination of all other legal and factual issues under this Agreement.
14. **Violation of Terms.** 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 Birthright Israel gift, you will be responsible for paying and/or reimbursing **BRI** for all costs

and expenses associated with the Tour, without prejudice to any other damages or awards to which **BRI** may be entitled.

15. **Effect of Acceptance.** You agree that by clicking "I Accept" on the webpage located at <http://register.birtrightisrael.com> - you thereby acknowledge that you have read and understand this waiver and permission agreement and agree to be bound by its terms and conditions.
16. **If You Are Under 18.** Please note that, if you are under 18 now, you will need to re-sign this Agreement prior to departure once you have turned 18 years of age. In the interim, you must have your parent or guardian also sign, as follows:
 - 16.1 **Parent or Guardian Signature.** If you are under the age of 18 when signing this Waiver and Agreement, your parent or legal guardian must also read this Waiver and Agreement.
 - 16.2 **Parent or Guardian Acknowledgment.** As the parent or legal guardian on the applicant, you certify as follows: (i) you are the parent or legal guardian of the tour participant and (ii) as such, on your behalf and on behalf of the tour participant, you agree to the terms of this Waiver and Agreement, release **BRI** and **BRI** Funders from all liabilities as set forth above and indemnify and hold harmless **BRI** and **BRI** Funders from all liabilities in connection with the tour participant's participation in the Tour.

POLICY ON THE USE AND POSSESSION OF ALCOHOL

Participants will be removed from the program for use or possession of alcohol in violation of the terms of this policy; and also for levels of inebriation that impede participation in an activity, or results in intoxication. There will be no tolerance for drunkenness and/or drunk or disorderly conduct.

1. Drinking is not permitted on the flight to and from Israel.
2. Drinking is never permitted during program time or while on the bus.
3. Drinking is not permitted in participants or any hotel/guest house bedrooms.
4. Drinking is only permitted in locations that are authorized and designated for that purpose (e.g., pubs, hotel bar, etc.) with the Trip Organizers full knowledge and consent.
5. Purchase of any form of alcohol for later use outside the designated place is not permitted.
6. It is forbidden to buy or to be in possession of bottles or multiple cans of alcoholic drinks of any kind; from supermarkets, grocery stores, kiosks, duty free, or anywhere else.
7. Staff may not purchase alcohol for participants. Participants may purchase a closed bottle of wine as a gift to bring home when visiting a winery with their group.
8. Purchasing alcohol in the hotel bar is only permitted if the Trip Organizer has personally approved such to the group's educational staff.
9. In the evenings, prior to strenuous activities such as the climb up Massada (for health reasons), alcohol consumption will not be allowed. Trip Organizers may add to this list at their discretion.
10. Outings to pubs and bars as a group activity are not permitted.
11. During "Leisure Nights" participants may go to a bar and pub and drink responsibly within the parameters of the Taglit regulations.
12. Soldiers participating in the program as part of Mifgashim may not drink any alcoholic drinks due to general I.D.F.'s instruction.
13. Staff is not permitted to drink during the course of the 10 day trip.

Failure to abide by the policy will result in immediate removal from the trip and forfeit of deposit.