

Terms and Conditions Agreement:

The below Terms and Conditions are acknowledged and agreed to by and between the Union for Reform Judaism's (URJ) URJ NFTY in Israel in partner with partner programs including but not limited to, Shorashim, their employees, shareholders, affiliates, officers, directors, successors, and assigns (hereafter collectively referred to as "Program") and the undersigned parent or guardian (referred to herein as "Parent", "Guardian", "I", "Me", "You" and "We") on behalf of Parent or Guardian's child (hereafter "Participant") and represent the expectations and agreements in order to be eligible for acceptance to Program. These Terms and Conditions consist of the following:

- Requirements for Acceptance to Session at Program
- Administrative fee, Payment, Refund and Change of Session Policies
- Dismissal from Program
- Medical Insurance
- Participant's Participation and Program Expectations
- Parent/Guardian Authorizations
- Recording Release
- Release and Indemnification
- Safety and Security
- Assumption of Risk and Release of Liability

Requirements for Acceptance to Session at Program:

- In the mutual interests of Program, Participant, and for the well-being of all Participants at Program, I understand that Participant must respect and observe the rules, regulations and policies of Program, which have been developed for the benefit of all Participants including Participant to strengthen the Program and enhance the experience for all Participants. In particular, as Parent/Guardian of Participant, I/We agree to the implementation and enforcement of the rules, regulations and policies at Program for the 2021 summer Programing season, and which are part of this Agreement, and have reviewed these rules, regulations and policies with Participant.
- I agree that Participant's acceptance into a session at Program is not confirmed until explicit written verification is received from the Program, which notice will usually come from Program via email to the email address established by me in my application.
- I understand that this application is accepted subject to a physical examination of Participant by a physician and the completion (and timely submission) of all necessary forms (medical, Participant Info, etc.) in accordance with Program policy.
- I understand that the URJ, its Programing system, and the Program consider Program safety and public health matters of utmost importance. The vaccination of all members of the Program community ranks as a key component in maintaining a safe environment and in decreasing the risk of transmission of contagious illness. Accordingly, Program

and the URJ Programing system requires that any member of the Program community in residence receive up-to-date, age appropriate immunizations. Accordingly, this application is accepted subject to Program's timely receipt of evidence of appropriate immunizations. The complete list of required immunizations and exemptions can be found on the Program's Health Forms.

- I agree, prior to the beginning of the Program season, to provide proof of medical insurance covering Participant throughout the sessions to be attended by Participant. Medical insurance for Participant can be purchased for the period at Program through the Program insurance company. (Please contact your Program office for more information.)

Administrative Fee, Payment, Refund and Change of Session Policies:

Administrative Fee

- I agree to submit at time of registration via electronic payment method (Credit Card, Debit Card, or e-Check (ACH)) a \$500 partially-refundable administrative fee (except as otherwise provided below) in order to have Participant's application processed.

Payments

- I agree to submit an additional payment of \$2,000 per Participant per session by March 1 of the calendar year of the program.
- I agree to submit payment in full by May 1 of the calendar year of the program.

Refunds

- Through March 1 of the calendar year of the program, refunds will be given except for the \$250 of the \$500 administrative fee.
- Through May 1 of the calendar year of the program, the \$500 administrative fee and \$2,000 interim payment (\$2,500 combined) are nonrefundable.
- After May 1 of the calendar year of the program, no refunds will be issued for withdrawal from the program.
- Any premium collected by Program on behalf of the third-party travel insurer is not a Program registration fee. Per the policies of the third-party travel insurer, the premium is nonrefundable.
- Program reserves the right to refund any eligible refund in multiple installments as determined by Program.

Refunds Given:

- Refunds will be given without penalty (including administrative fee):

- for Participants on a “Waiting List” (those not able to be placed in their desired session at Program) if at any time they choose to be removed from the list or are ultimately unable to be placed;
- if Program is unable or elects not to open because of government regulations, orders or guidelines
- if Program is required to cancel the session of a child with a pre-existing health condition;
- if Program is unable or chooses not to open at their own discretion.

Refunds not given:

- Refunds will not be made if Participant has attended any portion of the session at Program. This covers all circumstances, including, but not limited to:
 - Participant’s homesickness
 - Participant’s refusal or inability to participate in the normal activities at Program
 - Participant’s violation of any rules, regulations or policies at Program for which Participant has been provided notice, and as described below in “Participant’s Participation and Program Expectations” section.

Change of Session

If Program is required to make a change to Participant session prior to summer, You will be notified by Program in writing. Program will provide an opportunity at that time for You to cancel Participant’s session without penalty (including return of any administrative fee). You will also be eligible for this change of session refund for all children in Your household who are registered at Program regardless if the sessions of the sibling(s) were not changed.

A change to the Participant session is defined as one or more of the following: a change of session dates, session cost.

Dismissal from Program

I agree that dismissal may occur at a location far from the Participant’s home. I agree that should the Participant be dismissed from Program, I will make arrangements for, bear the cost of, and provide supervision for the Participant, even in situations that require extended international travel. No refund of the tuition will be given for a dismissed Participant.

It is additionally understood that should a participant be dismissed from a program for behavioral misconduct as laid out in the code of conduct, or due to injury or illness caused by reckless behavior, not only will the participants RootOne Voucher be terminated, but the family will be held responsible for remaining cost of the trip. This of course does not apply if a participant becomes ill or injured through no fault of their own or must return home due to reasonable extenuating circumstances.

Medical Insurance

As stated above, I understand that I must provide proof of medical insurance covering Participant prior to the beginning of the Program session. Participant will not be permitted to participate on Program without this proof of medical insurance.

For Program that travel outside of the United States only, basic medical coverage is purchased by the program on behalf of the Participant to cover non-pre-existing medical conditions. Policy details can be provided by Program upon request. Program is not a health insurance provider; decisions regarding the insurer's liability are made at the sole discretion of the third-party insurer in accordance with the terms of the insurance policy. Program shall bear no liability for claims denied in part or in full by the third-party insurer. It is a requirement of the third-party insurer that complete passport information for Participant must be submitted; therefore Program shall bear no liability for medical costs incurred due to delayed issuance of Participant's medical coverage policy due to untimely submission of Participant's complete passport information to Program. Comprehensive insurance coverage can only be guaranteed through arrangements which you make with your personal insurance agent prior to departure.

Travel Protection Insurance

Program may recommend a third-party Travel Protection Insurance policy that may allow you to recoup some or all of the expenses you may incur due to cancelation, dismissal, injury requiring withdrawal from the program, lost or delayed luggage, or other unexpected circumstances. Policy details can be provided by Program upon request. Program is not a travel protection insurance provider; decisions regarding the insurer's liability are made at the sole discretion of the third-party insurer in accordance with the terms of the insurance policy. Program shall bear no liability for claims denied in part or in full by the third-party insurer. Program cannot guarantee the applicability of third-party travel protection policies purchased from insurers other than the recommended insurer. Program shall bear no liability for expenses incurred due to your failure to purchase travel protection insurance, including but not limited to unrefunded tuition fees, air travel rebooking fees, expenses due to delayed or lost

Participant's Participation and Program Expectations:

- I agree to have Participant in attendance at Program on-time and for the full extent of Participant's scheduled session. Accommodations for late arrival, early departure and/or excused absence must be made in writing in advance of the scheduled session, and will only be granted when possible, with written permission of the Program.
- I understand that I, as Parent or Guardian am responsible for all transportation to and from Program. Please refer to the Program's Family Handbook for further travel instructions.
- I hereby give permission and acknowledge the expectation for Participant to engage in all activities (except as noted on the Health Form and acknowledged by Program).

- I agree that all policies regarding the use of technology, cellular/mobile telephones and other related items will be enforced. For more details, please refer to the Program's Family Handbook.
- I agree that the Program's senior director or their delegate reserves the right to dismiss Participant without refund should Participant be found by Program to:
 - disregard Program rules or endanger Participant's, other Participants' or other persons' safety or well-being at Program;
 - harm themself or other members of the Program community;
 - destroy Program property or the property of another member of the Program community;
 - require consistent one-on-one supervision or supervision beyond the level that can reasonably be provided by Program or its staff;
 - fail to meet the character and integrity requirements of Program;
 - violate any rule, regulation or policy that Program may have in effect during the session at Program.
- I will abide by and support all Program rules, regulations and policies included in the Program's "Family Handbook".

Parent/Guardian Authorizations:

- I/We give permission to Program to provide routine health care, and seek emergency medical treatment including but not limited to ordering x-rays and routine tests. I/We give permission for Program to release any of Participant's and our medical and insurance records necessary for insurance purposes. In case of Participant's medical emergency, I/We hereby give permission to the physician selected by the Program to hospitalize, secure proper treatment for, and to order injection, anesthesia or surgery for Participant. Every effort will be made by Program to immediately contact You in the event of any such emergency. Information may be printed/photocopied for access in an emergency involving Participant.
- I/We authorize the Program medical staff to administer over-the-counter medications, medicines prescribed for Participant, including medications that Participant brings to Program, those listed as medications Participant is currently taking, and medications needed in the care and treatment of Participant.
- I/We authorize the use of Participant's and My/Our name and program registration information for the purposes of sharing/verifying affiliation with reported URJ Congregation as well as in Program Rosters.
- I/We authorize the use of sharing Participant contact information with the Jewish Education Project with the sole purpose of sharing with like-minded Jewish organizations that will provide meaningful Jewish opportunities for them post-high school. Contact information will not be shared until the last semester of the participants' senior year, and will be stored on a secure server until then.

- I authorize communications to myself and my minor family members registered to this account via mail, email, text, phone and other similar communication methods for the purposes of transactional communications as well as marketing communications for this and other URJ programs. This authorization is applicable to all adult family members registered to this account. Please know that we do not sell or market email addresses. If you do not wish to receive further communications from the URJ and URJ affiliates you will be able to opt out at that time.
- I hereby give my permission for Participant to leave Program grounds to participate in Program programs.

Recording Release:

Except as set forth in the Parent/Guardian Authorizations above, Parent/Guardian also hereby consents to the unlimited recording, use and reuse by Program, the URJ and URJ Partners and Affiliates (collectively, "Releasees") of Participant's voice, actions, likeness, first name, appearance and biographical material (collectively "likeness") in an appropriate manner as determined by Program and the URJ in its reasonable discretion, in any and all media now known or hereafter devised, including but not limited to live video, live audio, marketing materials and social media posts. Parent/Guardian agrees that Releasees may use all or any part of Participant's Likeness, and may alter or modify it regardless of whether or not Participant is recognizable. Parent/Guardian further agrees that Program exclusively owns the registration materials that Parent/Guardian has provided in connection with the program registration and any photos and video that Program will make of Participant in connection with the Program (the "Materials") and all rights therein and thereto including, without limitation, the right to use the Materials and Participant's Likeness in any and all media now known or hereafter devised worldwide, in perpetuity. Parent/Guardian further agrees that Program may use Participant's Likeness and the Materials in connection with any promotion, publicity, marketing or advertisement for Program, the URJ and URJ Partners and affiliates, including live video and audio broadcasts. Parent/Guardian releases Releasees from any and all liability arising out of the reasonable use of Participant's Likeness and/or the Materials. Parent/Guardian agrees not to make any claim against Releasees as a result of the recording or use of Participant's Likeness and/or the Materials (including, without limitation, any claim that such use invades any right of privacy and/or publicity).

Release and Indemnification:

Release:

- I understand that Program accepts no responsibility for loss or damage to Participant's property (including clothing, equipment, personal effects or money) incurred during the session at Program or while in transit. Program highly recommends that audio equipment, computer games, money or items with significant material value or sentimental value not be brought to Program. Although every effort is made to return lost or misplaced items, Program cannot be held responsible for Participant's misplaced, lost or stolen property.
- In the mutual interests of Program, Participant and other Participants, Parent/Guardian will respect and observe the rules, regulations and policies of Program as laid out in this Agreement, the Program's Family Handbook, incorporated within this Agreement, and

which rules, regulations and policies have been developed for the benefit of Participant and all Participants at Program. If for reasons of discipline Participant is sent home, Participant's fee and tuition is forfeited.

- I understand that Program reserves the right to amend/update these Terms and Conditions and any Rules and Polies as necessary and such will then be addendums to be included in the Program's Family Handbook.

Indemnification:

Except with the respect to the sole negligence of the URJ and its employees, Participant and Parent/Guardian, for Participant and themself(ves) hereby release, discharge, and hold harmless Program, the URJ and their employees, officers, directors and trustees from any and all claims, expenses, costs, damages, fees (including attorneys' fees), lawsuits, or other legal causes of action, resulting from and/or relating to Participant's participation in a URJ Program, Program events and programs, and Participant's travel to and from Program.

Furthermore, Participant and Parent/Guardian, for Participant and themself(ves) hereby release, indemnify, and hold harmless any and all funders, grantors, and donors financially supporting NFTY in Israel.

Safety and Security Waiver

I recognize and understand that participation in Program is voluntary and involves risks, which are inherent in travel. In addition, in recent years there have been acts of terrorism and other acts of violence committed around the world, particularly in Israel, but in other locations as well. I am aware that terrorist acts and other violent incidents pose additional risks of travel and participation in Participant's Program. I am further aware that the U.S. State Department has issued advisories concerning travel in Israel. While the Program staff adhere to safety and security protocols, they cannot, of course, guarantee the safety of the participants in the program.

In consideration for the planning and implementation of Program, I accept any and all risks associated with Participant's participation in Program, including but not limited to the risk of terrorist acts and of personal injury and damage to personal property, and I hereby release Program from liability and from any claims with respect to any of such risks. By agreeing to the terms of this release, I understand that Program will have no liability, nor can any claim be made, for any loss or damage to my property or for any physical injuries or death, or for any damage, loss or expense resulting from any illness, injury, death or accident which Participant may suffer during Participant's program, including any injuries or consequences suffered as a result of terrorism or hostile acts.

I understand and acknowledge that Program does not have available to it any insurance which covers acts of terrorism or their consequences.

I hereby affirm that I have read and agree to the foregoing terms and conditions set forth in this section, and agree to be bound by these terms and conditions, and I hereby release Program from any and all liability.

Release of Liability and Waiver of Rights

WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY, INDEMNITY AGREEMENT, AND FURTHER AUTHORIZATION. Please read the below information carefully before signing.

The Participant and the Participant's parent(s) or other legal guardian(s) (referred to herein as the "Parent") have requested that the Participant be admitted to participate in one or more programs operated by Program. Program are often conducted, in whole or in part, in partnership with other organizations and service providers (referred to herein as "Program Partners").

The URJ requires as a condition to participation in a Program that both the Participant and the Parent release the URJ and any and all Program Partners from liability, as more particularly set forth herein.

NOW, THEREFORE, as a condition to the entry of the Participant into the Program, the Parent, on behalf of both the Parent and the Participant, acknowledges and agrees to the terms of this Warning, Assumption of Risk, Release of Liability, Indemnity Agreement, and Further Authorization (the "Agreement"):

RELEASE: The Participant may be engaged in risky activities (which may be strenuous physical activities that continue for extended periods of time and which may occur with no or limited supervision of the Participant) including, without limitation, assembling construction materials; constructing and rehabilitating buildings, streets and sidewalks; installing solar energy panels; repairing hydroelectric infrastructure; planting and harvesting crops, building gardens and other agricultural activities; carrying heavy items; working in areas with low vertical clearance; cooking in industrial kitchens; working in adverse weather and other environmentally hazardous conditions; operating or riding in motor vehicles; and other recreational and service activity programs. The Participant may also be engaged in recreational activities that are also risky, including sports and athletics programs, mountain climbing, hiking, aquatics, and volcano exploration. Participation in any or all of the foregoing activities (collectively, the "Activities"), whether sponsored or overseen by Program, any Program Partners or other third-party, places the Participant at risk, including, without limitation, the risk of accident, injury, death, and property damage.

Program does not always own, operate, supervise, and/or manage any person or entity which is to or does provide goods or services for the trip or program we are booking, including, for example, lodging facilities of any kind, airline, vessel or other transportation companies, local guides, guide services or local ground operators even if they use the Program name, providers or organizers of optional excursions, food service or entertainment providers, etc. All such persons and entities are independent contractors. As a result, Program is not liable for any negligent or willful act or failure to act of any such person or entity or of any other third party. In addition and without limitation, Program is not responsible for any injury, loss, death, inconvenience, delay, or damage to personal property, whether resulting from, but not limited

to, acts of God or force majeure, acts of war or civil unrest, insurrection or revolt, acts of government, incidents, attacks or bites from domestic or wild animals, insects or pests, strikes or other labor activities, athletic or sporting events or endeavors including the normal risks associated with same, epidemics or the threat thereof, adequacy or availability of health services and/or evacuation services if necessary, criminal, terrorist or threatened terrorist activities of any kind, overbooking or downgrading of accommodations, mechanical or other failure of airplanes or other means of transportation, or for any failure of any transportation mechanism to arrive or depart timely or safely, or loss, damage or delay in delivery of luggage and/or personal effects. I accept all the risk attendant thereto, as stated below.

ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT: The Parent, on behalf of both the Participant and the Parent, hereby acknowledges and assumes all of the risks and dangers associated with participating in the Program and the Activities, including any risks related to any actual or alleged negligence on the part of Program, the Program Partners or any other party, and specifically agree:

- To assume any and all risks of injury or death to the Participant arising from, resulting from or in any way, in whole or in part, relating to the Participant's participation in the Program and the Activities, including any travel by the Participant to, from or during the Program;
- To waive, release, and not sue, make any claims or file any actions against the URJ, the Program, the Program Partners, and their respective officers, directors, shareholders, members, representatives, employees, volunteers, agents, assignees, subsidiaries, affiliates, and insurance carriers (each an "Indemnified Party" and collectively, the "Indemnified Parties") arising from, resulting from or in any way, in whole or in part, relating to the Participant's participation in the Program, including any travel by the Participant to, from or during the Program.
- To indemnify, defend and hold the indemnified parties harmless, from any and all claims, demands, actions, causes of action, losses or liabilities whatsoever arising from or related to participation in the Event or any Activity and any loss, damage or injury, including death, that may be sustained by the Participant or caused to others or their property by the Participant (collectively, "Damages"). The Participant and the Parent jointly and severally agree to pay all Damages, including reasonable attorneys' fees and disbursements, incurred by any Indemnified Party.

The Parent, on behalf of both the Participant and the Parent, acknowledges and agrees that after execution of this Agreement, the Participant or the Parent may discover facts or incur or suffer claims which were unknown or unsuspected at the time this Agreement was executed and which, if known at that time, may have materially affected their decision to enter into this Agreement. The Parent, on behalf of both the Participant and the Parent, acknowledges and agrees that by reason of this Agreement, and the release of liability contained herein, each of them is assuming any risk of such unknown facts and such unknown and unsuspected claims, notwithstanding any contrary provision of law.

The Parent, on behalf of both the Participant and the Parent, has been advised of the existence of Section 1542 of the California Civil Code which provides: A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release which, if known by him or her, must have materially affected his or her settlement with the debtor. Notwithstanding Section 1542 of the California Civil Code, this Agreement shall constitute a full release of liability in accordance with its terms. The Parent, on behalf of both the Participant and the Parent, knowingly and voluntarily waives the provisions of Section 1542, as well as any other statute, law or rule of similar effect in any other state or jurisdiction, and acknowledge and agree that this waiver is an essential and material term of this Agreement and that without such waiver, the URJ would not have accepted this Agreement or the Participant's entry into the Program.

The Parent, on behalf of both the Participant and the Parent, has been advised of the existence of §5-326 of the General Obligations Law of the State of New York which declares certain waivers for amusement and recreational activities "void as against public policy and wholly unenforceable." The Parent, on behalf of both the Participant and the Parent, knowingly and voluntarily acknowledges and agrees that §5-326, as well as any other statute, law or rule of similar effect in any other state or jurisdiction, shall not apply to this Agreement since the Program is a service learning program and is instructional in nature, and acknowledge and agree that this waiver is an essential and material term of this Agreement and that without such waiver, the URJ would not have accepted this Agreement or the Participant's entry into the Program.

FURTHER AUTHORIZATION: The Program is expressly authorized, directed and permitted to enter into agreements with Program Partners ("Program Partner Agreements") on behalf of the Participant and the Parent including, waivers, assumptions of risk, releases, indemnities, authorizations for medical treatment and other documents, whether the terms, conditions and provisions of such Program Partner Agreements contain authorizations that are broader or more comprehensive than the terms, conditions and provisions set forth in this Agreement and other authorizations provided by the Participant and the Parent.

DISPUTES; JURISDICTION; VENUE:

Any controversy or claim arising out of or relating to this Agreement, the subject matter contained herein or the breach thereof, or otherwise related to the Program shall be governed by the laws of the State of Ohio, without reference to any conflicts of laws. This Agreement shall be binding to the fullest extent permitted by law. If any provision of this Agreement is found to be invalid or unenforceable, the remaining terms of this Agreement shall not be affected and shall be enforceable to the fullest extent permitted by law.

Any controversy or claim arising out of or relating to this Agreement, the subject matter contained herein or the breach thereof, or otherwise related to the Program shall be settled by arbitration administered by the American Arbitration Association in New York, New York, in accordance with its Commercial Arbitration Rules, to be heard by a single arbitrator, and

judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The language of the arbitration shall be English. The United States Arbitration Act shall govern the interpretation, enforcement, and proceedings pursuant to the arbitration clause in this Agreement. The arbitrator shall award to the prevailing party, if any, as determined by the arbitrators, all of its costs and fees. "Costs and fees" mean all reasonable pre-award expenses of the arbitration, including the arbitrator's fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorneys' fees. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

THE PARENT OR LEGAL GUARDIAN REPRESENTS AND WARRANTS THAT THE PARENT OR LEGAL GUARDIAN HAS FULL POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE PARTICIPANT AND THAT THE PARTICIPANT IS HEREBY BOUND BY ALL OF THE TERMS, CONDITIONS AND PROVISIONS CONTAINED IN THIS AGREEMENT. THE PARENT OR LEGAL GUARDIAN COVENANTS, WARRANTS, REPRESENTS AND AGREES THAT THE PARENT IS EXECUTING THIS AGREEMENT ON BEHALF OF, AND AS AGENT FOR, ANY OTHER INDIVIDUAL WHO MAY BE A PARENT OR LEGAL GUARDIAN OF THE PARTICIPANT, AND THAT THE PARENT IS BINDING THE PARENT, THE PARTICIPANT, ANY OTHER PARENT OR LEGAL GUARDIAN OF THE PARTICIPANT, AND THEIR RESPECTIVE HEIRS, EXECUTORS, PERSONAL REPRESENTATIVES, ASSIGNS, ESTATES AND SUBROGEEES.

THE PARENT OR LEGAL GUARDIAN HAS CAREFULLY READ THIS AGREEMENT, UNDERSTANDS ITS CONTENTS AND SIGNS IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.