



## WAIVER & RELEASE OF LIABILITY

I have voluntarily applied to participate in a BBYO Passport (“Program”), either as a Member or non-Member of BBYO, Inc. I understand that there are risks associated with my participation in such a Program, including without limitation risks associated with general touring activities, outdoors activities, sporting activities, overnight stays, transportation and travel within the United States as well as with international travel, including but not limited to increased security and safety risks due to the prevalence of crime, political conflict, and limited availability of medical facilities that meet standards to which I am accustomed. I acknowledge that the nature of the Program may expose me to hazards or risks that may result in my illness, personal injury or death, and I understand and appreciate the nature of such hazards and risks.

In consideration for and as a condition to my participation in the Program, either as a Member or a non-Member of BBYO, Inc.:

I hereby accept all risk that may result from my participation in the Program, and I hereby fully and unconditionally release and forever discharge BBYO Passport, BBYO, Inc., each of their respective affiliated entities, governing boards, trustees, directors, officers, employees, volunteers, advisors, parents/legal guardians or other chaperones, administrators, faculty, attorneys, agents, insurers, representatives and any other person acting by, through, under or in concert with any of such persons or entities, and their successors and assigns (collectively referred to herein as “the Organizer”), from any and all liability to me, all members of my family, my personal representatives, estate, executors, administrators, heirs, next of kin and successors and assigns for any and all claims and causes of action for loss of or damage to my property (either owned or rented by me) and for any and all illness or injury to my person, including my death, that may result from or occur during and/or related to my participation in the Program. This release extends and applies to, and covers and includes, all unknown, unforeseen, unanticipated, and unsuspected injuries, damages, loss and liability, and the consequences thereof, occurring in connection with and/or in any way related to my participation in the Programs at any time after the execution of this Waiver and Release of Liability.

### TRAVEL ASSOCIATED RISK

I understand and agree that I am responsible for my own transportation to and from the Program, including to and from the supervised/group flight airport, if such an option is offered, and I further understand and agree that the Program formally begins upon meeting the group at the pre-determined location set by the Organizer. Any delay in meeting the group will be my own responsibility, and should I not meet the group on time or board the group/supervised flight on time, I understand and agree that I will be responsible for all costs associated with joining the group, if alternate arrangements are available, and that there is no guarantee that such arrangements will be chaperoned by the Organizer.

I understand and agree that the Program formally ends at the pre-determined location set by the Organizer and that if a supervised/group flight is offered that Program responsibility ends after reaching the airport’s public arrival hall. I further understand and agree that Program staff are not responsible for escorting me to my connecting travel if applicable, and that there is no guarantee that a chaperone will be available if there is a delay in my self-arranged connecting travel.

I further agree that the Organizer is not responsible or liable for any injury, damage, loss, costs,

refunds, expense, accident, delay, scheduling changes, cancellation or other irregularity that may be caused by third party travel companies or the transportation carriers or other companies or persons engaged in providing or performing any of the services involved in the Program or that may otherwise occur during the Program.

BBYO recommends that you purchase travel insurance (which is in addition to the comprehensive health and accident insurance that BBYO provides as part of your fee). You authorize BBYO to file a claim on your behalf with your insurance (including, if purchased, travel insurance) up to and including any and all costs that BBYO incurs on your behalf.

## **MODIFICATIONS OR CANCELLATIONS**

I understand and agree that the Program itinerary, description, inclusions, and logistical arrangements as included in marketing material and pre-trip preparation communications are subject to reasonable change at the sole discretion of the Organizer and without any expectation of a refund or another form of compensation. I further understand that in certain extraordinary conditions such as the presence of or imminent risk of military hostilities, political conflict, public health crises, or any other condition that may prevent the provision of a safe and meaningful Program, the Organizer, in its sole discretion, reserves the right to cancel a Program without any expectation of a full refund or another form of compensation.

## **PROPERTY AND FINANCIAL RESPONSIBILITY**

I understand that I will be required to pay for incidental personal expenses that I incur while participating in the Program, as well as for any damage I cause to property of others, including but not limited to damage at our accommodations. I agree to defend, indemnify and hold the Organizer harmless from any financial liability or obligation that I personally incur, and for any injury or damage to the person or property of others that I cause or contribute to, while participating in the Program. I understand and agree that the Organizer shall not be liable for any of my property (whether owned or rented) that is damaged, lost or stolen throughout the duration of the Program, including property contained in my luggage or within my accommodations room – regardless of the circumstances.

Further, I understand and agree that the Organizer bears no responsibility for any items rented or acquired through third parties. For example, but not by way of limitation, I understand and agree that Organizer is not responsible for any lost or stolen cell phones or any unauthorized calls made on a rented cell phone or SIM card, and that it is my responsibility to notify the cell phone company directly of any issues relating to the cell phone, including but not limited to damage, theft, and unwanted calls. I understand and agree that participants are encouraged not to bring valuable items on the Program.

## **FOOD ALLERGIES, MEDICAL CONTINGENCIES AND CONSENT TO TREAT**

I understand and agree that I am solely responsible for providing the Organizer with all relevant medical considerations pertaining to my well-being through the forms that I am required to provide to the Organizer (“Required Forms”). I understand and agree that I am solely responsible for any prescribed medications and that I am solely responsible for ensuring that any such prescription medications are legal in the countries in and through which I will travel. I understand and agree that Program staff are not allowed to carry, administer or ensure compliance with any prescribed medication for Program participants, and I understand and agree that special requests—such as the need to refrigerate medication—may be facilitated by Program staff in good faith, but that the Organizer does not accept responsibility for such requests and cannot guarantee that such requests can be granted. However, I recognize that Program staff may administer prescribed medications to a Participant in an emergency situation and may further administer an EpiPen, if available, to a Participant who is showing signs of anaphylactic shock, even if that Participant does not possess an EpiPen prescription. I also authorize Program staff to provide over-the-counter

medications at their discretion and in their best judgment.

I understand and agree that I am solely responsible for providing the Organizer with all relevant dietary requirements pertaining to my well-being through the Required Forms. I understand and agree that Program staff will make a good faith effort to ensure that food is available on the Program that is consistent with any special dietary requirements that I have specified, but that I am nonetheless solely and ultimately responsible for food that I consume. I understand and agree that the Organizer does not commit to provide certified kosher food in destinations outside of Israel and that the Organizer's policy regarding kosher or unkosher food on the program can be found at [www.bbyopassport.org/FAQs](http://www.bbyopassport.org/FAQs). Further, I understand and agree that the Organizer cannot guarantee an environment that can or will accommodate me if I have an airborne food allergy.

I understand and agree that participation in the Program can be physically challenging and involves irregular sleeping and eating schedules, and a highly social environment. I have consulted with a physician and have been advised that I am in good health. I do not suffer from any illnesses, conditions or disabilities that would make participation in the Program unwise, harmful or dangerous to myself or others. I understand and agree that should Program staff determine in their sole discretion that I am not capable of participating in the Program due to physical-health or mental-health considerations, I will be removed from the Program and will be fully responsible for my own connecting unsupervised travel arrangements.

I understand and agree that if I become ill or incapacitated the Organizer may take any action it deems necessary for my safety and well-being, including but not limited to securing medical treatment (at my own expense), and making arrangements for transporting me home. I understand and agree that in such instances, I will not be entitled to any refund of paid Program fees or costs, and that all travel arrangements, costs and liabilities associated with being returned home, including the cost of an escort, if necessary, will be the sole responsibility of me and my parent/legal guardian. I hereby authorize the Organizer to charge all such travel arrangements, expenses, and liabilities to the credit card on record or to collect payment through other means if a valid credit card is not on file. I represent and warrant that I am and will be covered throughout the Program by a policy of comprehensive health and accident insurance that provides coverage within the countries included in the Program for injuries and illnesses I may sustain or experience while participating in the Program, including, treatment related to pre-existing conditions.

I understand and agree that, in some countries, the provision of available healthcare services may not meet the standards to which I am accustomed. I further understand and agree that in the event I may need medical care, I may be taken to and receive care from local clinics at the sole discretion of Program representatives. In some instances, healthcare facilities expect upfront payment. I understand and agree that I am responsible for all such payments, whether upfront or otherwise, and I confirm that I have been advised that I should have access to a credit card or debit card that work internationally at all times while in such countries in case of a medical emergency.

I understand and agree that if I require extended local medical care during the Program that the Organizer will provide supervision on a short-term basis (72 hours), but it is expected that my parent or legal guardian or a representative designated by my parent or legal guardian will assume responsibility for my supervision as soon as possible and within no later than three days. I further understand and agree that the same expectation of my parent or legal guardian applies if I require extended medical care after the program or I am otherwise not able to return home. If there are costs associated with providing supervision, I understand and agree that they will be the sole responsibility of me and my parent or legal guardian.

Further, regardless of whether I have attained the age of 18 years prior to commencement of the Program, I hereby give permission to Program staff and Organizer to share pertinent information regarding my physical and mental health issues with my parent(s) or legal guardian(s).

## **TRAVEL DOCUMENTATION AND PREPAREDNESS**

I understand and agree that it is my responsibility to secure the necessary travel documents, including a valid passport and any other documents required by the country to which I am traveling, and that failure to do so will not constitute grounds for a refund. I understand and agree that most countries require the passports of visitors to be valid for an extended period of time beyond the scheduled Program travel dates, and that I may be denied boarding if my passport validity does not meet those requirements.

## **TAKING/PUBLISHING PHOTOGRAPHS AND VIDEOS**

I hereby authorize the Organizer to take and publish photographs/video/quotations taken of me (including printing or otherwise publishing my name in association with such photograph/video or quotation) in printed or electronic format, including but not limited to in publications, presentations, promotions (including those that are mailed), exhibits, press releases, marketing materials, videos, CDs, DVDs, websites (both internal and external), and any social media associated with the Organizer. I acknowledge that since my participation in such photographs/video/quotations is voluntary, I will receive no financial compensation and my participation confers upon me no rights of ownership whatsoever to such photographs/video/quotations. I further understand and agree that such photographs/video/quotations may be shared by the Organizer with third parties consistent with these provisions.

## **PERSONAL EXPLORATION TIME**

I understand and agree that while the Organizer provides a generally supervised Program, there may be opportunities designated by Program staff for personal exploration time in public areas that are not directly supervised by Program staff. In all such instances, I agree to remain within the physical parameters set forth by Program staff, and I understand and agree that all Program rules apply during such opportunities. Should I not wish to leave the direct supervision of Program staff in such public areas, I understand and agree that I have the right to remain under the direct supervision of Program staff at all times. Supervision includes watching over someone and creating a safe environment.

## **VACCINATION**

I understand and agree that the Organizer has established a vaccination policy that requires its participants to be up to date with vaccines recommended by the American Academy of Pediatrics and the Centers for Disease Control. I further understand and agree that vaccine guidelines vary and are continually evolving in the countries where we travel, and that I am responsible for following all preventive health measures recommended by the United States Centers for Disease Control and my personal physician for travel to and within such countries. I understand and agree that exceptions to this policy will be considered only if such request for an exception is accompanied by a physician's certification that such particular vaccination(s) is (are) contraindicated for such participant and, further, I understand and agree that Organizer is not obligated to grant such request for an exception to this policy.

## **STANDARDS OF CONDUCT**

I understand and agree that as a participant in the Program, either as a Member or a non-Member of BBYO, I am expected to, and will, abide by the directions of Program staff as well as the BBYO Code of Conduct (<https://bbyo.org/special-pages/code-of-conduct>), transportation policies, housing and living arrangement policies, substance abuse policies and other policies and guidelines as may be amended and/or modified from time to time by the Organizer in its sole discretion, without prior notice, and that I am expected to comply with the current laws of the United States (Federal, state and local) and the laws of those countries in and through which I travel during the course of the Program. These policies include but are not limited to the following areas:

- I understand and agree that without advanced written parental consent and Program staff approval that I am not allowed to leave the Program at any time.
- I understand and agree that no guests are allowed at this Program without staff's prior approval.
- I understand and agree that curfew means that time at which participants must be in their assigned rooms. Additionally, I understand and agree that Program participants may not leave their room between the start of curfew and wake up.
- I understand and agree that all programming, workshops, services, meetings and meals are mandatory and that I am responsible for reviewing and following the Program schedule and will always remain in appropriately staffed and/or authorized areas.
- I understand and agree that participants are not allowed to enter any sleeping room they are not assigned to. I further understand and agree that Program staff may designate areas as BBG or Aleph and that these areas are off-limits to other participants.
- I understand and agree that the possession, consumption, purchase, and/or being in the presence of fireworks, firearms or other weapons of any kind, alcohol, tobacco products of any kind, e-cigarettes and "vaping" devices of any kind, illegally controlled substances or other prescription drug(s) without valid prescription, fighting, intimidation, and bullying are grounds for expulsion.
- I understand and agree that the purchase, possession, presence, and sharing of smoking or e-smoking paraphernalia is not allowed on the Program for any reason.
- I understand and agree that I am to be respectful of and towards my peers, professional staff, and volunteers.
- I understand and agree that social media and electronic communication must be always used responsibly during the Program. I understand and agree that in the event of doubt as to what constitutes reasonable use of social media or electronic communication, I will request guidance from Program staff and will comply with such guidance.
- I understand and agree that it is expected that I behave responsibly regarding the property of others throughout the Program. I further understand that I must report any damage or issues relating to the property of others immediately to Program staff and that any such damage, whether reported or not reported, will be my responsibility.
- I understand and agree that proper and respectful attire must be worn at all times and that appropriate footwear must be worn in public spaces as determined by Program staff.
- I understand and agree that gambling is not permitted in any circumstances.
- I understand and agree that tattooing or piercing oneself or others, or receiving tattoos or piercings, or other forms of self-modification are not permitted for any reason.
- I understand and agree that any inappropriate physical or verbal contact is not permitted for any reason.
- I understand and agree that if I become aware of any conduct by any participant, volunteer or staff member that I believe is illegal, violates Program rules, or creates a risk of harm to any individual or the property of others, I will immediately report the incident to an appropriate Program representative.
- I understand and agree that Program staff are not responsible for preventing or otherwise policing violations of the above policies, and that the Organizer is not responsible for any injury or damage resulting from a violation of these conduct policies.

I understand and agree that my failure to uphold Program conduct policy may result in disciplinary consequences, including loss of privileges, separation from the group, termination of my participation (i.e. being sent home), and/or revocation from BBYO membership, as determined in the sole discretion of the Organizer. I further understand and agree that the Organizer, as it deems appropriate in its sole discretion, reserves the right (but does not have the obligation) to search my person and/or belongings and to take such action (or to refrain from such action) at it deems appropriate to secure the safety of me and/or others and/or to ensure compliance with BBYO Code of Conduct, transportation policies, housing and living-arrangement policies and other policies and guidelines, and that this Waiver and Release of Liability extends and applies to cover all such

actions/inactions. I further understand and agree that I may be required to submit to drug and/or alcohol testing (e.g. breathalyzer or other form of testing), and that my failure to submit to the requested testing will be grounds for disciplinary action up to and including expulsion; provided, however, I understand and agree that such test need not be administered when the Organizer otherwise reasonably believes that Program policy has been violated. I further understand and agree that appropriate legal authorities may be contacted, and I may be subject to possible prosecution or incarceration by same.

## **CONSEQUENCES OF EXPULSION**

I understand and agree that in the event I am expelled from the Program, I will not be entitled to any refund of paid Program fees or costs, and that if I received scholarship or other funding for the Program from BBYO or another funding agency, I further acknowledge that I will be responsible for reimbursing the funding party in full within 30 days of expulsion from the Program. Further, I understand and agree that if I am expelled from the Program, all travel arrangements, costs, and liabilities (including escort costs, if applicable) associated with being sent home without supervision will be the sole responsibility of me and my parent/legal guardian, which must be paid up-front. I hereby authorize the Organizer to charge all such travel arrangements, costs and liabilities to the credit card on record or to collect payment through other means if a valid credit card is not on file. I further understand and agree that in such circumstances it shall be the sole responsibility of my parent/legal guardian to make immediate arrangements to pick me up at the location designated by the Organizer. I further agree that in the event the Organizer incurs any costs, expenses or liabilities for which I or my parent/legal guardian are responsible, and which are not covered or paid for by a credit card on record, the Organizer reserves the right to pursue collection of such costs, expenses and/or liabilities through appropriate collection proceedings. In the event I am expelled from a program, I understand and agree that the Organizer reserves the right to make travel arrangements for my return to the originating group departure airport (i.e. the city from which the group travel originated), and to place me on a flight as a registered unaccompanied minor, unless other arrangements, satisfactory to the Organizer, are made with the consent of my parents/guardians.

## **RIGHT TO PARTICIPATE AND PROGRAM PAYMENT**

I understand and agree that acceptance to the Program is conditioned upon the receipt of a completed application, including a physical examination of me that demonstrates my physical and mental fitness and ability to participate in all aspects of the program. I understand and agree that the Organizer's receipt of Program payment and Required Forms do not guarantee acceptance to the Program. I further understand and agree that the Organizer reserves the right to deny or revoke acceptance, in its sole discretion, at any point.

I understand and agree that the Organizer will confirm by the first week of March a final schedule of summer Program offerings with associated dates for a summer season in the same calendar year. Notwithstanding the previous sentence, I understand and agree that the Organizer reserves the right to consolidate and/or cancel specific programs and/or program dates, in its sole discretion, without prior notice.

I understand and agree that, given the unpredictable financial factors associated with international travel, the Organizer reserves the right to adjust the price of the program by up to 5% based on exchange rate and airline fuel fee fluctuation. I understand and agree that I retain the right to cancel and receive a full refund in the event of a price increase that is greater than 5%.

I agree to make payment for the Program in full according to the published payment schedule. I understand and agree that if I have an open balance after the payment deadlines that I may be subject to late fees and that I ultimately may not be permitted to attend the Program and will only be eligible for a refund in accordance with the Program's overall refund policies and terms. I understand and agree that the Organizer reserves the right to pursue collection of any overdue

Program costs, expenses and/or liabilities through appropriate collection proceedings. I further understand and agree that if I am expecting to receive a third-party scholarship, grant, or other form of subsidy, that it is my responsibility to produce written documentation from the funding source attesting to this fact in advance of the final payment deadline, and that if such third-party funds are not received within a month of the Program's conclusion, that it will be my sole responsibility to cover the balance due personally.

## **DISPUTE RESOLUTION**

I understand and agree that any and all disputes between the parties arising out of or relating to this agreement, whether grounded in contract, tort or statutory law, shall be resolved exclusively by arbitration in Washington, DC. The arbitration shall be conducted in accordance with the Dispute Resolution Rules of JAMS. The prevailing party in the arbitration shall be entitled to its attorneys' fees and costs plus any fees and costs incurred in connection with confirming the arbitrator's award.

I understand agree that: (1) if any provision of this Waiver and Release of Liability shall be found to be unenforceable, then a court making such determination shall have the authority to narrow the provision, which shall be enforceable in its narrowed form; and (2) each provision is independent and severable from each other, so in the event any portion is found unenforceable and not modified, then the remainder of the Waiver and Release of Liability shall remain in full force and effect.

**I hereby acknowledge that I have fully read, understood, and accepted each of the above provisions, and that I have had the opportunity to consult with an attorney at my own expense to discuss and review the terms of this Waiver and Release of Liability. I understand and agree that this Waiver and Release of Liability includes a release of liability, which legally prevents me or any other person from filing suit, or making other claims for damages, in the event of death, personal injury, or property damage. I understand and agree that this Waiver and Release of Liability is binding on me and members of my family, my heirs, estate, executors, administrators, personal representatives and next-of-kin and their successors and assigns. My acceptance of the Waiver and Release of Liability and participation in the Program signifies my understanding of, and agreement with, these statements and their implications.**

I/we, the parent or legal guardian of the above-referenced Program participant hereby acknowledge that I/we: (a) have the authority to execute this Waiver And Release of Liability and to make decisions with respect to the Program participant; and (b) assume responsibility for the actions or inactions of the Program participant.

Further, I/we hereby acknowledge that I/we have read and understand the terms of this Waiver and Release of Liability and agree on behalf of myself/ourselves, the Program participant, and all other members of our family, our heirs, estates, executors, administrators, personal representatives, next(s) of kin and their and our successors and assigns, to be bound by all of the terms and conditions set forth herein, including the full and unconditional releases contained herein, and the responsibility for all travel arrangements, costs, and liabilities associated with the Program participant being sent home and/or expelled from the Program to the same extent as such terms and conditions apply to the Program participant to which this Waiver And Release of Liability applies.