



## Release of Liability

Jewish Federation of San Diego (JFSD) CommUNITY Trip May 4-11, 2023.

### RELEASE OF LIABILITY AND HOLD HARMLESS ("Release")

The undersigned is a participant in the Program and in connection with such participation, hereby states and agrees as follows:

- I am at least eighteen (18) years of age and I am fully competent.
- I am aware of the risks of travel to Israel and travel worldwide, including risks associated with my health, safety and security. These risks include, but are not limited to, property damage and loss, death or injury by accident, disease, and terrorist acts. I am voluntarily participating in the Program with a full understanding of these risks, and I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of my being a participant in the Program however and by whomever caused.
- I have read, or have had the opportunity to read, the current United States Department of State's Travel Warning for Israel, Gaza, and the West Bank at <http://www.travel.state.gov>. I understand that in advance of the Program, I may periodically check the State Department's website to see if the Travel Warning has been superseded by a new Travel Warning. I have elected to participate in the Program with full knowledge of the content of such Travel Warning as same may be updated or superseded.
- I acknowledge and agree that, notwithstanding any security or travel arrangements that may be made by JFSD or any other organization engaged by or affiliated with JFSD, these organizations do not guarantee and are not responsible for my personal health or safety or the safety of my property while participating in the Program or any Program-related activities, including, but not limited to, airline travel, ground transportation, meals, lodging and recreational activities.
- I acknowledge that JFSD has notified me that I may obtain policies of travel and/or medical expense insurance from a company or organization that provides such coverage ("Policies") and that some risks of loss and damage may be covered by such Policies, subject to the terms and conditions thereof.

If I do obtain such coverage I agree to look to the party or parties providing such coverage for all covered loss and damage under such Policies, but I further acknowledge and agree that the Policies may not cover all risks, and that obtaining such Policies in no way limits my assumption of responsibility for all risks, nor limits in any way any release, waiver or indemnification contained in this document.

- In light of the above and in consideration of being permitted to participate in the Program, I do hereby, for myself, my spouse, heirs, executors, administrators and assigns, indemnify, defend, hold harmless, release and forever discharge JFSD, their respective subsidiaries, affiliates, predecessors, successors and assigns, and all of their respective past, present and future officers, directors, shareholders, trustees, employees, agents and contractors, and their respective heirs, executors, administrators and assigns (collectively, the "Releasees"), of and from any and every claim, loss, cost, damage and expense (including reasonable attorneys' fees) arising from or by reason of any bodily injury, personal injuries known or unknown (including emotional trauma), death, or property damage resulting or alleged to result from any accident, incident, or other occurrence, whether based upon the negligence of, or breach of contract by, any Releasee or any other party for whose acts or omissions any Releasee may be responsible in law or in fact, or any other cause of whatever nature or principle of law, as a result of my participation in the Program or any activities in connection with the Program.
- This Agreement contains the entire agreement between the undersigned and JFSD regarding the subject matter contained herein. This Release supersedes any prior or contemporaneous agreements and understandings regarding its subject matter. This Release shall be enforced and interpreted in accordance with the laws of the State of California and shall be as broad and inclusive as permitted by such laws. If any provision of this Release is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and legal effect.

I have carefully read the foregoing provisions of this Release and understand its contents, and acknowledge that this is a release of liability, indemnification and hold harmless agreement and that all of the provisions are binding and constitute a fully enforceable contract between myself and JFSD and that I have consulted, or have had the opportunity to consult, my own counsel as to its meaning and legal effect and I sign this Release voluntarily as my own free act and deed for full, adequate and complete consideration fully intending to be bound by same.