

**Birthright Israel: Mayanot Participant
Waiver and Permission Agreement**

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1. Overview

The purpose of this document is to explain in brief the general conditions regarding applying for and participating in the Birthright Israel: Mayanot Program, including your obligations and commitments, should you be chosen as a Birthright Israel: MAYANOT Participant. For the purpose of this Agreement, "Program" means the entire period during which the participant is under Mayanot's authority, as explained below. Accepting this waiver is a precondition for your participation in the Program. Accordingly, you are requested to read through this document carefully as you will be legally bound by all of its terms and conditions. In addition, any information or notifications sent by email or listed on the Mayanot website is hereby incorporated into this Agreement.

2. What is Birthright Israel and Mayanot?

The Jewish people, through the State of Israel, Jewish communities and private philanthropists, have created the Birthright Israel Project, the main goals of which are to strengthen Jewish peoplehood, Jewish identity, strengthen Jewish communities worldwide, and improve Israel-Diaspora relations, inter alia by providing Jewish youth outside Israel with a living-and-learning experience in Israel.

Mayanot is a non-profit educational organization in Israel that connects Jewish young adults from around the world to their heritage. Birthright Israel works with Mayanot to provide free peer-group educational trips to Israel for Jewish youth. Mayanot is one of Birthright Israel's biggest providers.

Mayanot's educational projects include:

- Jewish Studies College in Jerusalem.
- Jewish programming and charity work.
- Educational excursions throughout Israel.

This means that a lot of people got together, put in a lot of time, effort and money in order to make sure that you are offered this gift - to come and experience Israel for free. An experience of a lifetime!

Thousands of others were not so fortunate... In order not to spoil it for yourself or others, be sure to act according to the terms detailed below.

So as to avoid any misunderstandings in the future, it is important that you thoroughly review the following declarations, conditions and obligations. They are legally binding and you are expected to know their contents.

By clicking "I Accept" you are declaring your full acknowledgement, consent and commitment to all of the commitments, terms and conditions detailed below, in order to participate in the Program.

3. General Release

Each season thousands of applicants apply for Birthright Israel: Mayanot programs, and due to limited places available there is always a lengthy waitlist. Mayanot endeavors to offer every applicant the Birthright Israel gift, but given the ratio of applicants to available places not every applicant can be catered to every season. With every intention to be "fair", Mayanot reserves the right to choose which participants are offered trips and when. The process is not open to public scrutiny, and Mayanot is in no way obligated to explain methods, decisions or criteria to applicants or their families. Any attempt to bribe, threaten or intimidate Mayanot staff will be treated with utmost severity and said applicant may be barred from applying to Mayanot without warning or notification.

The Program covers the period of time beginning with the flight to Israel and concluding with the arrival at Ben Gurion International Airport (hereinafter: "BGIA") for the return flight to the United States. In the event that I choose to extend my trip in Israel following the conclusion of the Birthright Israel: Mayanot Program, I understand that Mayanot shall be relieved of all and any responsibility for me. I also understand that I may not leave the group early, even if I extend my trip and that I will be responsible for making my own arrangements, including obtaining additional insurance coverage as necessary, starting immediately from the point of the Program's conclusion at BGIA. Prior to arrival at BGIA on the final day of the program, participants are not allowed to leave the Program.

- 3.1 I acknowledge that my actions while on the Program and any subsequent results therefrom are my responsibility. These may include, but are not limited to, injury to myself or others, loss of or damage to property, criminal liability, etc.
- 3.2 I hereby acknowledge that Mayanot, its associates, staff and representatives do not bear, nor shall assume responsibility for any accidents or loss to my personal effects or causing injury while traveling to Israel, in Israel or returning from Israel.
- 3.3 I hereby agree to indemnify and compensate Mayanot, its associates, staff and representatives for any claims brought forth as a result of my conduct, immediately upon first demand.
- 3.4 I hereby acknowledge that Mayanot, its associates, staff and representatives are neither responsible nor liable for any injury to me or loss of and damage to my property. I hereby waive all claims of negligent supervision by Mayanot, its associates, staff and representatives. I shall not hold Mayanot responsible for acts of any kind perpetrated by a third party, including other participants in the Program.
- 3.5 I acknowledge that Mayanot does not book, and is not responsible for my travel to/from the United States or any stop-over location, or any flight extensions and will not be held accountable for such arrangements. I understand that airlines' scheduled flight times and dates may be changed and that it is my responsibility to cover alteration fees and fare fluctuations if my domestic travel arrangements are altered. I hereby acknowledge that it is recommended I obtain additional travel insurance as necessary to protect against such eventualities.
- 3.6 I hereby acknowledge that in order to travel to Israel I am required by the official authorities and under the relevant regulations to have a passport valid for at least 6 months **after my date of return to the United States**, and that I need to provide exact and accurate passport information on my Birthright Israel application in order to receive my ticket to Israel. I acknowledge that it is my sole responsibility to provide accurate information, and to ensure that my passport is valid as required for my period of travel. I understand that if any issues arise concerning inaccurate information, my ability to travel or a passport without 6 months of validity as stated, I will be held fully responsible for any and all costs involved. Birthright Israel and Mayanot shall in no way be held responsible for any issues arising in regard to my passport or ability to travel. Any questions or uncertainties should be directed to the Transport Security Administration (TSA) and other authorized authorities.
- 3.7 I acknowledge that Mayanot is not responsible for any third-party rental items or other items acquired, nor claims related to rented cell phones including loss, theft, unauthorized calls or text messaging, et al. In the event of such an occurrence, it is solely my responsibility to notify the relevant providers and authorities.
- 3.8 I give Mayanot full permission to use and publish photographs, videos and recordings taken of me during the Program, my name and any feedback, positive or negative, I may provide for use in marketing campaigns, websites, videos, photo galleries and/or printed material, for in-house or advertising purposes.
 - 3.8.1 In allowing myself to be included in photo/video productions, I also agree that since it is voluntary, I will not receive any financial compensation nor will I hold any rights of ownership.

3.8.2 The Agreement includes allowing Mayanot to share any photograph/video/quote taken with its partners.

3.9 The waivers in this document include as well, any claims that may arise in the future.

4. Program Conduct

As determined by Birthright Israel, all Birthright Israel participants, including those on Mayanot Programs, are obligated to consent to a list of rules governing their conduct and behavior while on Mayanot Programs. I hereby declare that I accept these rules, recognize their binding nature and confirm that I understand I can be dismissed from the Program for improper behavior and/or violation of these rules.

4.1 **Reasons for dismissal** are subject to the sole, independent and total discretion of Mayanot and its personnel, if necessary - without prior warning, and include, but are not limited to, the following instances:

- a) Lack of program participation (defined below*).
- b) Leaving the group without proper permission AND supervision (defined below**).
- c) Violation of Birthright Israel alcohol policy (defined below***).
- d) Failure to comply with instructions of Mayanot and its representatives.
- e) Sexual harassment.
- f) Violent behavior, including putting self or others in danger.
- g) Rude, disrespectful or inappropriate conduct or behavior.
- h) Possession/use of illegal substances, including prescription drugs without a prescription.
- i) Participant is found to be ineligible (see Eligibility Rules below)

4.1.1 ***Program Participation** is defined as attending ALL scheduled programs/activities and arriving in a timely fashion. I may not pick and choose when it comes to participation. This includes tours, activities during the day and night, lectures, etc.

4.1.2 ****Leaving the group without proper permission and supervision** is defined as any separation from the Mayanot Program from the time of arrival at Ben Gurion International Airport until the group returns to the airport at the program's conclusion without the knowledge and permission of staff. For safety and security reasons, I understand that I will not be permitted to leave, separate or be absent from the group or the areas allowed by the staff, under any circumstances except with a representative of Mayanot.

4.1.3 ***** Birthright Israel Alcohol Policy:**

In order to ensure the safety and security of the participants and the integrity of the trip, Birthright Israel has a very strict alcohol policy and by signing this waiver I understand and agree to it in its entirety.

- a) Drinking alcohol is not permitted in the airport on departure day nor on the flight to Israel.
- b) Drinking alcohol is not permitted on particular occasions such as the evenings prior to visiting the Yad Vashem Holocaust museum (for educational reasons) and strenuous activities such as the climb up Mt. Masada (for health reasons). Mayanot staff shall notify participants of such occasions wherein alcohol will not be permitted the previous evening.
- c) Drinking alcohol is never permitted during the day, during program time or while on the bus.
- d) Drinking alcohol is permitted only at the end of the day, after the conclusion of all activities, provided that participants are responsible and stay in control, and only in locations that are authorized and designated for that purpose e.g. hotel bar etc. with the Trip Organizers full knowledge and expressly stated consent.
- e) Drinking alcohol is not permitted in participants' (or any other) hotel/guest house bedrooms or hallways.
- f) Purchase of any form of alcohol for later use outside the designated place is not permitted.
- g) It is forbidden to buy or to be in possession of bottles or cans of alcoholic drinks of any kind, from supermarkets, grocery stores, kiosks, duty free, or anywhere else.
- h) Staff may not purchase alcohol for participants
- i) Outings to pubs and bars as an organized group activity is not permitted.
- j) During 'Leisure Nights' participants may go to a bar and pub and drink responsibly within the parameters of the Birthright Israel regulations. They may not purchase or be in possession of bottles or cans of alcohol.
- k) In the event that a participant's doctor advises against alcohol consumption, that participant may not consume any alcohol whatsoever.
- l) Staff are not permitted to drink alcohol during the course of the 10 day trip.
- m) In the event that IDF soldiers accompany the Program, they are not allowed to drink alcohol AT ALL. This is an army rule and is strictly enforced.
- n) Participants may purchase a closed bottle of wine as a gift to bring home from a winery visit. This bottle should be kept on the bus, however Mayanot nor Birthright accept any responsibility for this bottle.

4.1.4 ****** Birthright Sexual Harassment prevention:** Sexual harassment - will not be tolerated, and a respectful environment must be maintained. An environment that causes one party to feel uncomfortable and embarrassed due to gender, an invasion of personal space, the use of inappropriate and abusive words, the use of out-of-context speech, the use of dirty jokes of a racial, sexual, or gender-oriented nature, the use of sexual language and objectification, any kind of invasive/inappropriate touching, sending messages, pictures or photographs containing subliminal sexual messages to a fellow participant or staff – are all examples of a disrespectful and disturbing environment and will not be tolerated. In case of suspected sexual harassment notify staff immediately!

4.2 I am aware that Mayanot and its representatives are not obligated but retain the right to access my belongings to search for items which would be deemed inappropriate. Inappropriate items may include but are not limited to: firearms (or other items that can be seen as weapons) or illegal drugs/substances (including prescription drugs without a prescription). If such items are found, I understand that Mayanot will take the action it deems necessary and they will not be held responsible for any results stemming from this.

4.3 I understand that the gift of the Birthright Israel trip is solely for my benefit and I hereby acknowledge that it is strictly forbidden for my friends, family or anyone else who is not part of my group to partake in any of the following: Participate in activities, travel on the bus, eat meals with the group, use hotel facilities, sleep in the hotel without the express and written consent of Mayanot staff. Transgressions of any of the above will result in full reimbursement to the given supplier if relevant, and may result in my dismissal from the trip as per item 4.1d above.

5. Medical and Additional Considerations

5.1 By agreeing to this waiver, I confirm that I understand the Program can be physically challenging and demanding at times. I also realize that eating/sleeping schedules may be altered and irregular during the program.

5.2 I hereby acknowledge that I understand the "Medical Form" in my Mayanot application, and that I am in good health, both mentally and physically, as approved by my physician. I do not currently suffer from nor carry symptoms of any illnesses or diseases other than what I wrote in my Medical Form, nor do I currently have any conditions or disabilities that would hinder my participation in the Mayanot Program.

5.3 Should Mayanot or its representatives determine that for whatever reason I am NOT fit to participate in the Program, it is at their sole, independent, and total discretion to deny my application, or if I am accepted to later remove me from the Program if deemed necessary, in which case I will be required to return to North America and will be responsible for all costs involved.

5.4 By virtue of this waiver, I confirm that if any of the emergency contact or medical information I have provided in the past has changed, it is my responsibility

to notify Mayanot immediately.

- 5.5 I acknowledge that for the duration of the Program Mayanot provides basic medical insurance for medical matters that may arise during the Program and that if I seek such medical attention it is under the terms of the insurer's policy. The full policy conditions of the basic medical insurance program are as they appear in the Harel Tour and Care policy (available on request). In the event that I choose additional or alternate medical treatment, it is my responsibility to confirm that such procedures are covered by my own insurance, which is the "secondary" medical insurance required by Birthright Israel.
- 5.6 I acknowledge and declare that I have the necessary independent "secondary" medical insurance coverage, as required by Birthright Israel, valid in Israel for the duration of the Program.
- 5.7 I understand that if a medical matter arises that incurs any costs at all that are not covered by the basic insurance then I will be required to cover all such costs on my own, and that it is my sole responsibility to pursue any claims for re-imbursements from my own insurance company if I so choose. Costs and expenses that are not covered by the basic insurance program include, but are not limited to:
- a) Medical care for injury as a result of reckless or inappropriate behavior
 - b) Pre-existing or chronic conditions (e.g. asthma, Crohn's Disease, diabetes), well care/ routine checkups, pregnancy
 - c) Medical care for injury due to drug abuse or alcohol, self-inflicted injuries, extreme sports, emotional/psychological conditions.

6. Eligibility Rules

- 6.1 By agreeing to this waiver I am officially accepting the terms of eligibility as determined by Birthright Israel and understand that this trip, as a gift of Birthright Israel is solely for those meeting the eligibility rules. Birthright Israel's defines as "Eligible" someone who fulfills both of the following requirements:
- 6.1.1 **Jewish Requirement**
For the Birthright Israel trip, Jewish is defined as:
- a) Recognized as Jewish by the Jewish community or recognized as Jewish by one of the recognized denominations of Judaism; and
 - b) Where either parent is Jewish, and the applicant does not actively practice another religion.
- 6.1.2 **Limitations Related to Age and Prior Visits to Israel**
- a) Must be no younger than 18 during the program and no older than 26 after May 1st for the Summer season and December 1st for the Winter Season.
 - b) Have never been to Israel for more than 3 months since the age of 12.
 - c) Have never been part of a touring group, educational program, study program or an organized extended residential program since 18 years of age or older.
 - d) Have not studied in Israel after age 18.
 - e) Have not lived in Israel since the age of 12.
 - f) Have not served in the Israeli Army or volunteered on an Israel Army base after the age of 18.
 - g) Must have finished high school by the time their trip departs.
 - h) Must not be registered in a Jewish Studies program in any institute of higher learning such as Jewish Teacher Training program, Jewish Studies program, Rabbinic program, Yeshiva/Seminary, Jewish Communal Service program, etc.
 - i) Have a current US address as well as being a resident/citizen/full time student in the US.
 - j) EXCEPTIONS: 1) Applicants who have participated in the Maccabiah Games, Federation P2K programs, and/or have volunteered in programs like Magen David Adom (for less than 3 months and under the age of 18) are eligible. 2) Applicants who volunteered in Israel individually, and did not go through an organized program or volunteer program, are eligible even after 18, as long as it was under 3 months. 3) Applicants who came on family trips or other personal business trips are eligible if the length of the trips were under 3 months.
- 6.2 I confirm that I do in fact meet the eligibility standards listed above. I realize that should it be found otherwise at the airport before departure, I will not be allowed to travel and will forfeit my deposit. If it is discovered once in Israel, I will be dismissed from the Program (see Program Dismissal below).
- 6.3 I recognize that participation in the program while knowingly not meeting eligibility requirements is an act of misrepresentation and theft and may be treated as such under the law.
- 6.4 Mayanot and Birthright Israel retain sole and total independent discretion regarding eligibility and participation in the Program. I realize and acknowledge that I shall have no claims against any related party in the event that I am not accepted to or removed from the Program.

7. Program Dismissal

- 7.1 In the event that I am dismissed from the program, I realize and acknowledge this will result in a forfeiture of my \$250 deposit and that I will be held responsible for travel arrangements and related costs. Furthermore, I understand that I will be held liable to return the entire cost of the Program currently assessed at between US\$2,500-US\$3,000.
- 7.2 In being dismissed from the Program, I will not be able to bring forth any claims against Mayanot, its associates, staff and representatives resulting from my dismissal. Decision to dismiss is under the sole, independent and total discretion of Mayanot and its operatives.

8. General

- 8.1 I acknowledge that Mayanot is an independent entity located and functioning in Israel, and not associated with any corporation, organization or business in the United States or any other country.
- 8.2 This Agreement and all its ramifications, effects and consequences shall be governed by, construed, and enforced in accordance with the laws of the State of Israel. Any dispute or other legal action concerning this Agreement, including any arbitration or litigation proceedings, shall be subject to the sole and exclusive jurisdiction of the courts of Israel.
- 8.3 **In order to accept a trip should one be offered to you, you must attest to having read and agreed to all the terms and conditions set out by Birthright Israel and Mayanot, and that you understand the entirety of this Waiver and Permission Agreement and consent to be bound by its terms and conditions without exclusion.**