I have voluntarily applied to participate in a BBYO Passport program ("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, Inc., its travel partner, Tlalim (DBA: Authentic Israel), and each of their respective affiliated entities, governing boards, trustees, directors, officers, employees, volunteers, advisors, parent/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 “BBYO”), 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, whether caused by the intentional acts, negligence or carelessness of any person or entity, including but not limited to any claims for negligence, negligent supervision and/or negligent provision of medical care and/or medication. 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.

Travel Associated Risk

I agree that BBYO is not responsible or liable for any injury, damage, loss, costs, refunds, expense, accident, delay, scheduling changes, cancellation or other irregularity which 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. I understand that travel insurance has been made available to me, and that I may contract for such insurance via BBYO’s group travel insurance provider or the insurance provider of
WAIVER & RELEASE OF LIABILITY

Participant Name: ___________________________________________  DOB: _____________________

my choosing. I further understand that travel insurance policies are subject to the insurance provider’s conditions and exclusion clauses. Such policy details are available for BBYO’s group travel insurance provider at http://passport.bbyo.org/insurancepolicy.pdf.

**Modifications to the Itinerary**

I understand that the sample itinerary and/or program description included in any marketing material is subject to change at the sole discretion of BBYO. I further understand that any itinerary documentation distributed as part of pre-trip preparation materials is also subject to reasonable change at the sole discretion of BBYO.

**Property and Financial Responsibility**

I understand that I will be required to pay for any phone calls or incidental personal expenses that I incur while participating in the Program, as well as for any damage I cause to property of others. Further, I understand that BBYO bears no responsibility for any items rented or acquired through our partners. Cell phone rentals are the sole responsibility of the participant. BBYO is not responsible for any lost or stolen cell phones or any unauthorized calls made on a rented cell phone. It is the responsibility of the participant to notify the cell phone company directly of any issues relating to the cell phone, including damage, theft, unwanted calls, etc. Participants are encouraged not to bring valuable items on the Program. I agree to indemnify and hold harmless BBYO from any financial liability or obligation which I personally incur, or for any injury or damage to the person or property of others which I cause or contribute to, while participating in the Program. I understand that BBYO shall not be liable for any of my property (whether owned or rented) which is damaged, lost or stolen throughout the duration of the Program.

**Medical Contingencies and Consent to Treat**

I agree that, if I become ill or incapacitated, BBYO may take any action it deems necessary for my safety and well-being, including securing medical treatment (at my own expense) and making arrangements for transporting me home. I understand 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 sent home, including the cost of an escort, will be the sole responsibility of me and my parent/legal guardian. I hereby authorize BBYO to charge all such travel arrangements, costs and liabilities to the credit card on record with BBYO. I represent and warrant that I am and will be covered throughout the Program by a policy of comprehensive health and accident insurance which provides coverage within the countries included in the Program for injuries and illnesses I may sustain or experience while participating in the Program.
WAIVER & RELEASE OF LIABILITY

Participant Name: ______________________________________ DOB: ____________________

I understand that, in some countries, the provision of available healthcare services may not meet the standards to which I am accustomed. I further understand 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 BBYO representatives. In some instances, healthcare facilities expect upfront payment. I understand that I am responsible for all such payments, whether upfront or otherwise, and I have been advised that I should have access to travelers’ checks or a credit card at all times while in such countries in case of a medical emergency.

Travel Documentation and Preparedness

I understand that it is my responsibility to secure the necessary travel documents, including a passport and any other documents required by the country to which I am traveling, and that failure to do so will most likely not constitute grounds for a refund. I further understand that I am responsible for following all preventive measures recommended by the United States Center for Disease Control for travel to and within such countries.

Taking/Publishing Photographs and Videos

I hereby authorize BBYO to take and/or 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 which are mailed), exhibits, press releases, marketing materials, videos, CDs, DVDs, BBYO websites (both internal and external) and any social media associated with BBYO. 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 that such photographs/video/quotations may be shared by BBYO with its various partners consistent with these provisions.

Standards of Conduct

I understand that as a participant in the Program, either as a Member or a non-Member, I am expected to abide by the directions of BBYO staff as well as the BBYO 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 BBYO in its sole discretion, without prior notice, and that I am expected to comply with the current laws of the United States and/or local laws of those countries in which I travel during the course of the Program. These policies include but are not limited to the following areas:
WAIVER & RELEASE OF LIABILITY

Participant Name: ____________________________  DOB: ________________

- I understand that without advanced written parental consent and BBYO staff approval, no participant is allowed to leave the program from the time of arrival until the completion of the program.
- I understand that no guests are allowed at this program without BBYO staff’s prior approval.
- I understand that curfew means participants must be in their assigned rooms with lights out and ready for bed. Additionally, I understand that participants may not leave their room between the start of curfew and wake up.
- I understand that all programs, workshops, services, meetings and meals are mandatory. I will review and follow the program schedule and will remain in appropriately staffed and/or authorized areas.
- I understand that at no time will any males be allowed to enter a females sleeping area nor females be allowed to enter males. Additionally, program staff may designate areas as “single-sex” and these areas are off-limits to participants of the opposite gender.
- I understand the use or possession of fireworks, firearms, alcohol, tobacco, illegally controlled substances or other prescription drug(s) without valid prescription, fighting, intimidation, bullying, or gambling will result in expulsion.
- I understand that smoking is expressly prohibited at all BBYO programs.
- I understand that I am to be respectful of and towards my peers, BBYO professional staff and volunteers.
- I understand that if I become aware of any conduct by any participant, volunteer or BBYO staff member which I believe is illegal or creates a risk of harm to any individual, I will immediately report the incident to the appropriate BBYO representative.

I understand that my failure to uphold BBYO policy may result in discipline, including the immediate termination of my participation in the Program (including being immediately sent home from such Program), and/or immediate dismissal from membership, as determined in the sole discretion of BBYO. I further understand that BBYO, 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 (including dismissal from membership and/or participation in the Program) and that this Waiver and Release extends and applies to cover all such actions/inactions. I further understand that I may be required to submit to drugs 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 expulsion; however, I understand that such test
need not be administered when BBYO otherwise reasonably believes that BBYO policy has been violated. I further understand that appropriate legal authorities may be contacted, and I may be subject to possible prosecution or incarceration by same.

**Consequences of Expulsion**

I understand 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 all travel arrangements, costs and liabilities (including escort costs, if applicable) associated with being sent home will be the sole responsibility of me and my parent/legal guardian, which must be paid up-front. I hereby authorize BBYO to charge all such travel arrangements, costs and liabilities to the credit card on record with BBYO or to collect payment through other means if a valid credit card is not on file. I further understand that in such circumstances it shall be the sole responsibility of my parent/legal guardian identified below to make immediate arrangements to pick me up at the location designated by BBYO. I further agree that in the event BBYO 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 the credit card on record with BBYO, BBYO reserves the right to pursue collection of such costs, expenses and/or liabilities through appropriate collection agency proceedings. In the event I am expelled from a program, I understand that BBYO 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 an unaccompanied minor, unless other arrangements, satisfactory to BBYO, are made with the consent of my parents/guardians.

**Right to Participate and Program Payment**

- I understand that acceptance to the program is conditioned upon the receipt of a completed application, including a physical examination of the applicant that demonstrates his/her physical and mental fitness and ability to participate in all aspects of the program. Receipt of program payment and application forms does not guarantee acceptance to the program. BBYO reserves the right to deny or revoke acceptance, in its sole discretion, at any point.

- BBYO expects that a final roster of confirmed trip offerings and dates will be confirmed by the first week of March. However, I understand that BBYO also reserves the right to consolidate and/or cancel specific programs and/or trip dates, in its sole discretion, without prior notice.

- Given the unpredictable financial factors associated with international travel, BBYO 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 that I retain the right to cancel and receive a full refund in the event of a price increase.

- Payment for the program will be made in full according to the published payment schedule. Participants with an open balance after the payment deadline may not be permitted to attend the
WAIVER & RELEASE OF LIABILITY

Participant Name: ___________________________________  DOB: __________________________

program and will only be eligible for a refund in accordance with the Program’s overall refund policies & terms. If I am expecting to receive a 3rd party scholarship, grant, or other form of subsidy, it is my responsibility to produce written documentation from the funding source attesting to this fact in advance of the final payment deadline. If such 3rd party funds are not received by August 31, it will be my sole responsibility to cover the balance due personally.

If any provision of this Waiver and Release 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. Moreover, 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 shall remain in full force and effect.

I hereby acknowledge that I have fully read, understood, and accepted each of the above provisions. 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. I acknowledge that this Waiver and Release 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 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 signature denotes my understanding of and agreement with these statements and their implications.

Name of Participant: ___________________________________

Signature of Participant: _____________________________  Date: ____________________

To be completed for by Parent/Legal Guardian of Participant:

I/we, the undersigned parent(s) or legal guardian(s) of the participant named in the above Waiver and Release hereby acknowledge that I/we have the authority to execute this Waiver and Release and to make decisions with respect to the participant and I/we assume responsibility for the actions or inactions of the participant.

Further, I/we hereby acknowledge that I/we have read and understand the terms of the Waiver and Release and agree on behalf of my/ourselves, the participant named in the Waiver and Release, and all other members of our family, participant/Member’s heirs, estate, executors, administrators, personal representatives, next of kin and their successors and assigns, to be bound by all of the terms and conditions set forth herein, including the full and unconditional release contained herein, and the responsibility for all travel arrangements, costs and liabilities associated with the participant being
WAIVER & RELEASE OF LIABILITY

Participant Name: ________________________________  DOB: __________________

sent home and/or expelled from a Program to the same extent as such terms and conditions apply to our child named as the participant therein.

I/WE HAVE READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY AND VOLUNTARILY EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENT.

Name of Parent/Legal Guardian (1): ________________________________

Signature of Parent/Legal Guardian (1): ________________________________  Date: _________

Name of Parent/Legal Guardian (2): ________________________________

Signature of Parent/Legal Guardian (2): ________________________________  Date: _________