



Birthright Israel Onward Terms of Agreements
Updated August 2023

1. **These Terms and Agreements are Important.** Please read the following Terms and Agreements, as they impose legal obligations on you as a future participant of Birthright Israel Onward, (hereinafter the “Program”). By applying to participate in the Program, you agree to fully comply with and to be bound by any and all Program Terms and Agreements as a future participant.
2. **Definitions.** By the terms “you” and “participant/s” or “future participant/s” we refer to you the undersigned, and by the terms “we”, “Birthright Israel”, “Birthright Israel Onward” or “Onward staff” we refer to Birthright Israel International (CC), Birthright Israel North America Inc. and/or the partner organizations that help fund the program (“Partner Organization”) and their respective employees and representatives.
3. **Relationship between Birthright Israel Onward and Your Program Organizer.** You hereby acknowledge that we and any affiliated/related company(ies), their respective Boards of Directors, officers, servants, agents, employees, and representatives (collectively, “BRI”), and all individuals and organizations that provide financial support directly or indirectly to BRI, including their respective Boards of Directors, officers, servants, agents, employees, and representatives (collectively, “BRI Funders”), do not operate your Program or conduct the day-to-day planning and implementation of Program-related activities while you are in Israel. Rather, the Program is conducted and operated by the Program organizer you have selected through this registration process (the program organizer, together with its employees, agents, directors, officers, and contractors, to be referred to hereinafter as the “Program Organizer”). BRI and BRI Funders are neither the employers nor principals of the Program Organizer and neither operate nor direct the Program Organizer’s activities or operations. BRI and BRI Funders have acted solely in helping to fund your participation on the Program , as well as other marketing and educational activities associated with the Program, and are, therefore, not responsible for the acts or omissions of the Program Organizer or any of the Program Organizer’s employees, agents, or contractors.
4. **Rules and Restrictions. Dismissal from Program.** All Program rules and restrictions apply throughout the entirety of the Program including during free time. Any failure to comply with Birthright Israel Onward’s Program rules and restrictions may result in consequences to you, including but not limited to disciplinary measures as set forth in this document, at the sole discretion of the Program Organizer and/or Birthright Israel Onward, up to and including immediate dismissal from the Program. If such a decision is made, the participant shall bear all costs connected to the cancelation/change of a flight and/or other associated costs of the Program. No refund will be provided to a participant who has been dismissed from the Program **for any reason whatsoever, including the program fee and security deposit.**
5. **Emergency Contacts.** Though participants are above the age of 18 and are considered legal adults, Birthright Israel Onward, Partner Organizations, and Program Organizer’ staff reserves the right to speak directly to each of those listed by participants as “Emergency Contacts” in their applications with regards to their participation in their Birthright Israel Onward Program which include, inter



alia, Program's details, behavioral/disciplinary and medical-related issues in addition to any other Program's related details that the staff deems necessary upon its sole discretion.

6. Registration and Screening. Registration processes for each individual Birthright Israel Onward Program may vary. Acceptance into Birthright Israel Onward programs is always contingent upon the completion of requested documents to the particular Birthright Israel Onward Partner Organization OR Program Organizer (depending on the individual Birthright Israel Onward Program), as well as the review and approval of said documents by the Program Organizer. These documents include but are not limited to:

- Medical forms and waivers
- Flight Information
- Individual program waivers of individual Program Organizers

6.1. Applicants are obligated to fill out all application and requested documents truthfully. Failure to do so could result in acceptance or participation in the Program to be terminated and without refund at Birthright Israel Onward's full discretion.

6.2. Final acceptance into the Program will be confirmed after all of these documents are submitted, reviewed and approved by the Program Organizer and by Birthright Israel Onward. Please note, Birthright Israel Onward reserves its right to refrain from approving acceptance or overrule the decision of the Program Organizer at its sole, absolute discretion including, without limitation, budgetary, programmatic, educational or other considerations. Birthright Israel Onward applicants and participants are expected to be responsive at every stage of the process regarding all program aspects, particularly regarding stated deadlines. Failure to respond to communication from Birthright Israel Onward staff, partners or organizers within 48 hours of initial requests may jeopardize acceptance to or participation in the program. It is your responsibility as an applicant to Birthright Israel Onward to disclose any encounters with law enforcement. Acceptance to or participation in the Program may be terminated if it is discovered that the participant has a previous conviction of a felony which the participant has not reported. In order for your application to be accepted, you will be required to signify your agreement to be legally bound by these terms and conditions by checking the "I Accept" box and clicking "Submit" as part of your registration.

7. Program Fee. Accepted applicants should carefully consider their decision to move forward with the Program before paying their program fee. Once the program fee is paid, it is not possible to receive a full refund except under the circumstance that Birthright Israel Onward cancels a Program. Additionally, most programs have a deadline after which no refund is available, in which case the deadline is stated in the acceptance letter. This is in order to at least partially compensate Program Organizers for the resources that go into planning for participation on the Program. The specific refund policy for each Program is typically described in the acceptance letter and is at the full discretion of Birthright Israel Onward, its partners, and organizers.

Participants are entitled to a full refund if Birthright Israel Onward decides on its own volition to cancel the Program.

8. **Medical Conditions Policy.** Participants will disclose all medical conditions, including physical and mental health conditions, on the designated medical forms and waivers provided by the participant's Birthright Israel Onward Partner Organization and/or Program Organizer, including the required signatures of the participant's physician and specialist(s) (if applicable).
 - 8.1. Acceptance into Birthright Israel Onward is conditional upon the submission and review of participant's medical form and requested waivers by any associated Birthright Israel Onward staff (including from the Partner Organization and Program Organizer) by the designated deadlines. It is possible that after an initial review of the medical form, staff might have follow up questions, for either the participant and/or their physician to determine if participation in the Program is possible due to a medical condition including considerations of mental health. Failure to submit the medical form by the designated deadline could also result in revocation of acceptance.
 - 8.2. The participant acknowledges that not fully disclosing a medical condition and/or the severity of a medical condition may result in their termination as a participant on Birthright Israel Onward based on the decision of Birthright Israel Onward. Please note that any existing medical condition the participant's may suffer from, can impact their acceptance to any traveling/health insurance.
 - 8.3. You agree that, while your Program Organizer will purchase basic medical insurance coverage, which shall be valid in Israel throughout the period covered by the Program, it will not cover preexisting conditions, and furthermore it will not cover continuation of treatment/care in your home country if required when you return home. **If you have a pre-existing condition not covered by the basic insurance, you must disclose this to your Program Organizer, purchase supplementary insurance to cover any preexisting conditions you may have and show your Program Organizer proof of such additional coverage or alternatively, sign a waiver form releasing Birthright Israel Onward from any liability regarding such conditions.**
9. In case of medical or surgical emergency, or with regard to COVID-19 or similar pandemic situations, you hereby give permission to the Program Organizer and/or to BRI, at their sole discretion based on consultations with physicians, nurses, medical personnel, the Israeli Ministry of Health, and any other health authorities, to make decisions with regard to your health and well-being, including but not limited to calling an ambulance for you, selecting a physician to treat you, hospitalizing you, securing proper treatment for you, and ordering injection, anesthesia, or surgery for you (collectively, the "Medical Advice"). You hereby agree to be subject to and fully comply with any and all Medical Advice and you hereby agree that neither BRI nor the Program Organizer shall be liable or responsible for any expenses incurred or for any liabilities arising out of their implementation and enforcement of any Medical Advice.
10. **Code of Conduct.** Participation in Birthright Israel Onward is subject to the agreement of the staff of Birthright Israel Onward, its Partner Organizations, and Program Organizers. The generous support of philanthropic funds makes Birthright Israel Onward possible and dramatically reduces the Program costs incurred by participants. Partner Organizations provide funding and are an

integral part of the process of accepting participants and maintaining contact with the Program and participants from their communities.

- 10.1. Birthright Israel Onward participants are required to be in Israel for the full length of their Program, from the first day until the last. They are not permitted to miss days of the Program. If for some reason it is unavoidable, participants are able to put in a request for approval to miss days of the program to their Program Organizer. Not all cases will be approved and are at the sole discretion of Birthright Israel Onward, its Program Organizers, and Partner Organizations. Should the request be approved, the participant is responsible for paying a fee of \$100 for the cost of each day missed of the Program. It should be noted that this is not a punitive measure, but rather pays the Program Organizer for costs incurred when the participant is not there as Program Organizers only receive funding for the Program for days that the participant is in Israel and is participating on the program.
- 10.2. The participant agrees to participate fully in all aspects of the Birthright Israel Onward Program, as determined by Birthright Israel Onward staff. This includes, but is not limited to, the internship or volunteer placement, fellowship components such as courses, weekly educational meetings and trips, group meetings or sessions, the Birthright Israel Onward weekend seminar, partnership weekend Shabbaton (if applicable) and more as determined by program staff. Participants who fail to take part in mandatory Program aspects will face disciplinary action- from warnings and probation to removal from the Program. Participants without internship placements or volunteer assignments for more than 72 hours, due to issues in their initial placements, are not allowed to stay on the Program. If participants desire to change their internship assignment, they need to do so through their internship coordinator and not unilaterally with their employer/mentor.
- 10.3. Required arrival times will vary by Program and as such participants are required to arrive in Israel before 10am Israel time on the day their Program begins. Participants will be informed about one month before the program begins with exact arrival and departure times. Participants can choose to arrive later on the day of their Program start date only if they are informed by their Program Organizer that they may do so. Participants are also expected to book return flights home for no earlier than 4pm Israel time the day that their Program ends. Participants who arrive prior to their Program start date and/or who wish to stay in Israel after their Program ends are responsible for arranging their own accommodations and health insurance at their sole cost and expense. Those who do so are not considered program participants and therefore Birthright Israel Onward, its partners and Program Organizers are not responsible in any way for providing any and all of the Program's benefits, including but not limited to housing, health insurance, etc., as of the date their Program ends and going forward. **Important- participants must save the entry tickets they receive at the airport after entry into Israel (the blue B2 slip) and send copies of those tickets to their Program Organizers during orientation.**
- 10.4. As a participant, you are responsible for the cleaning of your living space, including purchasing the necessary cleaning supplies while on the Program. Housing accommodations come with basic and introductory cleaning supplies, sufficient for the first days of the Program.

- 10.5. During the Program, Birthright Israel Onward may find it necessary to alter or add Program rules and restrictions. Participants shall comply with all Program rules and restrictions including any alterations and/or additions made by Birthright Israel Onward, which shall become subject to this Terms of Agreement.
- 10.6. While on the Program in Israel, Birthright Israel Onward participants are subject to Israeli law. There is a zero-tolerance policy for Birthright Israel Onward participants to engage in illicit behaviors. Such behaviors include but are not limited to, violence against persons or property, sexual harassment (verbal, physical or otherwise) and being under the influence of drugs (without a legal prescription - it is the responsibility of the participant to check if the said drug is legal in Israel). Participants are also prohibited from being in the possession of illegal drugs or drug paraphernalia. Engaging in illegal behaviors will result in immediate termination from the Program if determined by the Program staff. If a participant is suspected of being under the influence or in possession of illegal drugs or drug paraphernalia, Birthright Israel Onward staff, its Partners, and Program Organizers are permitted to require drug tests or search participants' rooms and belongings. Participants who refuse to take a drug test or have their rooms and belongings searched when requested may be removed from the program.
- 10.7. While Birthright Israel Onward participants 18 years and older are of legal age to drink alcohol in Israel, Birthright Israel Onward participants are expected to act responsibly. Birthright Israel Onward participants are not permitted to consume alcohol during educational programming, including but not limited to, weekly educational trips, group meetings, the Birthright Israel Onward Breakout Seminar and other weekend events (when applicable) unless explicitly informed by Program staff that it is permitted. Moderate consumption of alcohol is permitted during free time. Irresponsible or poor behavior (missing programming or work, destruction of property, operating any kind of vehicle while intoxicated, verbal and/or physical violence) resulting from alcohol consumption will not be tolerated on any Birthright Israel Onward Program and are grounds for immediate termination. The use of tobacco vaping (e-cigarette) products is prohibited during all required Program elements (except during free time).
- 10.8. By submitting this document, you acknowledge and agree that as a future participant in Birthright Israel Onward, your actions and behavior reflect on the reputation and standing of Birthright Israel Onward, Partner Organizations, and Program Organizers and other supporters of Birthright Israel Onward. You are expected to conduct yourself with respect for yourself, the above organizations, and your peers. Inappropriate behavior (including in groups settings, during free time, and during volunteer or internship placement) can result in termination from the Program as determined by Birthright Israel Onward staff. Furthermore, you hereby agree that Birthright Israel Onward shall be entitled to share information about your participation as well as about factors influencing termination of your participation, with Partner Organizations who helped fund your participation and/or were involved in your acceptance to the Program.
- 11. Deposit.** In addition to a program fee, Birthright Israel Onward participants will be required to pay a security & participation deposit. The security & participation deposit will be collected by the Program Organizer and will be returned upon full completion of the Program if the participant is in good standing. A portion or the full security & participation deposit may be withheld from a

participant for reasons decided by Birthright Israel Onward upon its sole discretion. Such reasons may include but are not limited to, failure of a participant to participate fully or partially for the entire duration of their Program dates in any aspect of the required Birthright Israel Onward Program elements outlined in this Terms of Agreement, failure to comply with the Behavioral Code of Conduct outlined in this Terms of Agreement, or destruction of property while participating on the Program. Should a participant be terminated from a Birthright Israel Onward Program for any reason, the full security & participation deposit will be withheld. If a participant voluntarily decides to leave a Birthright Israel Onward Program early, full or partial return of the security & participation deposit is at the sole discretion of Birthright Israel Onward.

- 12. Cell Phone.** As a Birthright Israel Onward participant, you are required to have in your possession a functioning cell phone with an Israeli phone number. For security, health, and safety purposes, this number must be provided to Program staff at the beginning of the Program, and staff may use this number to contact the participant at various times. All Onward participants must carry an operable cell phone to ensure communications between them and the program's staff. The cell phone can either be the participant's personal phone from home or a rented/purchased phone from Israel. The phone must either have a local sim card or a cell package large enough to last throughout the program and enable the participant and program's staff to communicate.
- 13. Liability.** In no event will Birthright Israel Onward, its officers, agents, employees or affiliates (collectively, "Covered Persons"), be liable for any damages (including, without limitation, direct, indirect, special, punitive and/or consequential damages), losses or expenses arising in connection with your participation in the Birthright Israel Onward Program, including any damages, losses or expenses incurred during group settings, free time, and volunteer or internship placements.
- 14. Extension.** Furthermore, and without derogating from the above, you understand that should you decide to remain in Israel longer than your Program dates, or should you participate in a program which goes beyond the days in which BRI participates financially, the decision to do so is yours, and the said extension is in no way part of the Program for which any funding or assistance was provided by BRI and/or by BRI Funders.
- 15. Travel Restrictions.** Without derogating from all other terms contained in this agreement, the participant hereby signs and agrees to abide by any and all of the following statement regarding travel limitations while in Israel. It is recommended that I research and review my home country's Embassy in Israel for travel alerts for when I travel on my own and not in the context of an organized group setting. I am aware that while I am in Israel, and I am participating in the Program:

 - 15.1. **Travel is possible with very strict limitations:** in the West Bank/Judea and Samaria in Area C. These limitations, as designated by the Government of Israel, change frequently and therefore before I travel anywhere in Area C (including visits to relatives who live there) I will ensure to obtain the latest updates of these limitations and to act accordingly and also follow any and all of the safety and security regulations of my Program Organizer. Special permission is not required to travel to the Jewish Quarter of the Old City of Jerusalem; however, I will at all times comply with the safety instructions provided to me by the Program's Organizer or published by the Israeli police or other Israeli security forces.

- 15.2. **Travel is not permitted:** to the Gaza strip and to areas in the West Bank/ Judea and Samaria that, according to the Coordinator of Government Activities in the Territories, citizens of Israel are not permitted to enter Areas A and B (together hereinafter the "**Territories**"). I understand that travel to the Gaza Strip is a cause for an immediate termination of my participation in the Program.
- 15.3. **I am not permitted** to leave Israel unless I have requested, in writing and in advance, and received permission in writing from the Program Organizer to leave Israel (the "Request"). The Request will be reviewed by Birthright Israel Onward, the Partner Organization and Program Organizer and must be approved by Birthright Israel Onward, the Partner Organization and Program Organizer before I may leave Israel. **Failure to receive such explicit permission in advance of my traveling outside of Israel is a cause for an immediate termination of my participation in the Program.**
- 15.4. Birthright Israel Onward participants are permitted to rent cars during their free time at their sole cost and responsibility and any insurance provided through Birthright Israel Onward to any of the participants does not cover incidents related directly and/or indirectly to car rentals, I am aware of the fact that compulsory automobile insurance is required by law in Israel and it is my sole responsibility to make sure such cover exists to the rented car including third party coverage. I shall bear sole responsibility to any loss may occur either to the car itself, to any third party and/or to myself in connection with the use of a car.
- 16. Security.** So long as a participant is considered a part of the Birthright Israel Onward Program, he or she must comply with any and all safety and/or other instructions provided by Birthright Israel Onward's or the Program Organizer's personnel, whether as stated under this agreement and/or otherwise provided to the participants prior or during the Program, or as otherwise provided by the Israeli police or other Israeli security forces. These instructions are intended to maintain the well-being and safety of the participants; thus, any violation of such instructions will lead to disciplinary actions against the participant, including without limitation termination from the Program.
- 16.1. In the event of emergency conditions that might emerge in Israel as a result of deterioration in the security situation, participants are required to adhere to additional security guidelines as issued to them by their Program staff.
- 16.2. You acknowledge that Program activities may involve certain physical risks and/or hazards; and further that you are voluntarily participating in the Program and these activities, and understand the dangers and risks involved. You are also aware that in the past there have been terrorist attacks and other acts of belligerence, which must be regarded as an additional risk of travel in Israel. You hereby agree to accept any and all risks associated with participating in the Program.
- 17. Housing.** Though Birthright Israel Onward housing can vary from program to program, all housing meets basic Birthright Israel Onward standards and has been approved for use. Participants are not allowed to secure their own housing, at their own expense, outside of what the program provides, unless given explicit permission in advance by Birthright Israel Onward. Moving out of program housing without explicit permission is grounds for immediate removal from the Program, without

a refund of the program fee, and the Program Organizer may withhold the security & participation deposit.

18. Evaluation. Evaluation is a critical component of Birthright Israel Onward to ensure quality control and assessment of Program impact. Therefore, participants in Birthright Israel Onward are required to participate in all requested impact evaluations:

- 1) (Survey I) approximately two weeks before the Program start
- 2) (Survey II) in the middle of the Program
- 3) (Survey III) at the Program end
- 4) (Survey IV) approximately two weeks after the Program end

19. Prohibition Against Discrimination. Birthright Israel Onward expressly prohibits discrimination in hiring, job postings, interviews, performance evaluations, discipline and termination, and any decisions that affect the terms and conditions of employment based on age, alienage or citizenship status, race, color, religion/creed, national origin, gender, gender identity, pregnancy and lactation accommodations, disability, sexual orientation, marital and partnership status, alienage or citizenship status, arrest or conviction record, status as victim of domestic violence, sexual violence or stalking, credit history, status as a veteran or active military service member, sexual and reproductive health decisions, caregiver status, and genetic predisposition and carrier status.

20. Protection and Use of Personal Information. BRI will treat personal information you provide to us in accordance with our Privacy Policy, located at <https://www.birthrightisrael.com/PrivacyPolicy>. You have already agreed to the terms of our privacy policy in your application process, but we urge you to review it again.

You acknowledge, however, that one of BRI's missions is to educate others concerning the fulfilling educational, cultural, religious, and bonding experience the **Program** presents, as well as to further the educational goals of BRI and its partners. Therefore, you agree as follows:

20.1. **Personal Information and Program Experience Materials.** For convenience, the term "Personal Information" shall mean your name, contact information, and general biographical information (e.g., city and state of residence), and the term "Program Experience Materials" shall mean, with respect to your Program and associated experiences: (i) thank-you notes and letters from you; (ii) testimonials or other statements from you regarding your Program experience; (iii) photographs and video created by you in connection with your participation on the Program; and (iv) other materials concerning your Program experience you provide to us or to a third party, or publicly post, display, or distribute. To the extent any of your Program Experience Materials that you have publicly posted, displayed, or distributed, incorporate other Program participants or third parties, you represent and warrant that they have granted you permission to publicly post, display, or distribute such Program Experience Materials. For all Program Experience Materials created by you which you have not directly provided to BRI, BRI shall be free to obtain such Program Experience Materials by

downloading them from social media feeds or websites/blogs, by obtaining it from other forums where this Program Experience Materials may be publicly accessible, or by obtaining it from other third parties you have provided the Program Experience Materials to, such as Program Organizers. You further represent and warrant that all your Program Experience Materials are original creations and that you are the sole and exclusive owner of all copyright and other proprietary rights in your Program Experience Materials.

20.2. **Permission to BRI.** In consideration of your being permitted to participate in the Program, you hereby give BRI, and other third-party entities, as determined by BRI in its sole discretion, which perform functions related to BRI's mission including, but not limited to, educational program organizers receiving funding from BRI and organizations that provide financial support directly or indirectly to BRI (collectively, "BRI Supporters") the right to use your Personal Information for purposes of promoting our educational goals of strengthening Jewish identity and our participants' connection to Jewish communities and to the State of Israel, and also to share your Personal Information with like-minded organizations in order to help promote our educational goals, e.g. by inviting you to participate in activities, join communities, for fundraising, etc. Furthermore, in consideration of your being permitted to participate in the Program, you hereby give BRI and BRI Supporters an irrevocable, fully-paid up, royalty-free, sub-licensable, perpetual, worldwide license and permission to copy, modify, adapt, distribute, share, make derivatives of, publish, display, exhibit, and otherwise use in any and all ways (collectively, "Use"), either in whole or in part, without compensation, your Program Experience Materials or any parts thereof, for purposes of advertising, fundraising, and promoting our educational goals, in whatever format such Program Experience Materials may exist, whether now known or hereinafter developed and in any media. You understand that this permission is perpetual in time and that it encompasses, without limitation, permission under any copyright that you may have in your Program Experience Materials. Although BRI may credit you as the creator of your Program Experience Materials when the Program Experience Materials are Used in any manner, you agree that BRI will not be penalized or held liable for any failure to do so.

20.3. **Program Documentary Materials.** You recognize and acknowledge that BRI may also engage its own personnel and/or third parties (including the Program Organizer) to document your experiences on the Program, or it may obtain such documentation of your Program experience from other third parties (including other Program participants), including but not limited to recorded video and audio and still images of your participation on the Program (the "Program Documentary Materials"). You hereby grant permission to BRI to create and/or obtain the Program Documentary Materials and to Use the Program Documentary Materials for purposes of advertising, fundraising, and promoting its educational goals, without restriction from you or any third party acting on your behalf. To the extent BRI itself has created the Program Documentary Materials or engaged a third party to create the Program Documentary Materials on its behalf, it shall also be considered the sole and exclusive owner of all copyright and other proprietary rights in such Program Documentary Materials.

20.4. **Waiver.** You hereby grant BRI the right to Use limited elements of your Personal Information and any reproduction of your likeness and voice, in connection with its Use of your Program Experience Materials, the Program Documentary Materials, and any content it creates, including but not limited to any film, recording, website, social media post, marketing materials, promotional materials, or other materials into which your Program Experience Materials or the Program Documentary Materials may be incorporated (the “BRI Program Content”). BRI shall be considered the sole and exclusive owner of all copyright and other proprietary rights in the BRI Content, subject only to any limitations created by the license granted you in connection with Use of your Program Experience Materials. You hereby waive your right to inspect or approve the specific nature of BRI’s Use of your Program Experience Materials, the Program Documentary Materials, and the BRI Program Content, and you hereby waive any and all privacy, publicity, and moral rights you may have in the Program Experience Materials, the Program Documentary Materials, and the BRI Program Content as well as BRI’s Use thereof.

20.5. **No Address Disclosed.** Any permitted use of your Program Experience Materials shall exclude use of your contact information, and your contact information will not be disclosed to third parties in the course of preparing your Program Experience Materials for posting or publishing.

20.6. **Photos and Film Footage.** You understand and agree that any photos or film footage taken by you on the Program are solely for your personal enjoyment and may not be distributed for commercial purposes or for any purpose from which you may derive a financial benefit.

21. Binding Nature of the Agreement; Modifications. You have read, understand, and agree to be bound by the foregoing terms and policies and all rules and regulations of the Program, including those which may be modified, adopted, or superseded from time to time. You are aware that these rules, regulations, and policies may be changed at any time and will, as changed, be binding on you, as follows: (i) BRI will notify you in the event of significant modifications to these rules, regulations, or policies; (ii) if, after this notification, you continue to participate in the application process or the Program itself, you will be considered to have accepted such modifications.

22. General Release & Indemnification.

22.1. **Release of BRI & BRI Funders.** You hereby release, exculpate, hold harmless, and covenant not to sue BRI or any BRI Funder (collectively, the “Releasees”) in connection with any liabilities, claims, or causes of action whatsoever, that may arise out of or which may be related to your participation in the Program, including but not limited to: i) any loss or damage to your property; ii) any loss or injury to your person, including bodily injury, emotional harm, or death, including bodily injury, emotional harm, or death as a result of any medical treatment that was selected for you or which you selected for yourself; and iii) any acts or omissions, excluding any grossly negligent acts or omission of a Releasee, but including any negligent acts or omissions, of a Releasee, Program participant, Program Organizer, or any other third party, whether or not in the control of a Releasee (including Third Party Providers, as later

defined in this Agreement), and whether or not such act or omission occurred in connection with the Program.

22.2. **Non-Liability for Negligence of Others; Loss or Damage Caused by Third Party Providers.** It is understood and agreed that the Releasees assume no responsibility whatsoever and shall not be held responsible for the acts or omissions of any other Program participants or of any third parties providing Program-related services in any way, such as Program Organizers, airlines, hotels, transportation companies, event facilities, or caterers (the “Third Party Providers”). You hereby release, exculpate, hold harmless, and covenant not to sue the Releasees in connection with any liabilities, claims, or causes of action whatsoever that may arise out of or which may be related to any loss or damage to your property or any loss or injury that may be sustained by your person while participating in the Program – including bodily injury, emotional harm, or death, and including bodily injury, emotional harm, or death a result of any medical treatment that was selected for you or which you selected for yourself – where such loss, damage, or injury was caused by or contributed to by the acts or omissions of a Program participant or a Third Party Provider or any individual acting on behalf of a Third Party Provider. You agree that no Releasee shall be liable or responsible for any loss or damage which you may sustain in connection with any delay, modification, curtailment, or arrangement pertaining to the services provided by a Third-Party Provider.

22.3. **Indemnification for Your Acts/Omissions.** You hereby indemnify, exculpate, and hold harmless the Releasees in connection with any and all losses, claims, causes of action, damages, and liabilities of whatsoever kind and nature, including judgments, interest, fines, penalties, attorney’s fees, and for all other costs, fees, expenses, and charges incurred by a Releasee or asserted against a Releasee by any third party, arising out of your actual or alleged actions in connection with the Program, including but not limited to your: i) failure to comply with any national, federal, state, or local government laws, ordinances, requirements, or regulations; ii) infringement of third party intellectual property rights; iii) breach of third party privacy or publicity rights; iv) act of defamation, portrayal in a false light, or slander; v) injury to person or property; vi) act or conduct which violates this Agreement; or vii) other act, conduct, or failure to act which is negligent or intentional, whether or not such act or omission occurred in connection with the Program.

23. **Choice of Law.** For purposes of this section, the term “Electronic Enforcement” shall mean legal and factual issues involved in evaluating and determining the enforceability and binding nature of an electronic agreement, including: (i) electronic signature and electronic asset mechanisms, (ii) clickwrap and shrinkwrap contracting procedures, (iii) attribution of electronic records and assets, and (iv) similar enforceability issues. The parties agree that the laws of the State of New York, USA (without regard to conflict of law principles) shall govern the determination of all issues concerning Electronic Enforcement. The parties agree that the laws of the State of Israel (without regard to conflict of law principles) shall govern the determination of all other legal and factual issues under this Agreement.



- 24. Violation of Terms.** Should it be discovered, at any time, that you have breached any of the terms or conditions of this Agreement, or that you have provided misleading information or withheld information regarding your eligibility or non-eligibility, you may be removed from the Program and you will be responsible for paying and/or reimbursing BRI for all costs and expenses associated with the Program, without prejudice to any other damages or awards to which BRI may be entitled.
- 25. Severability.** If any portion of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held invalid or unenforceable, in whole or in part, the remainder of this Agreement, or the application thereof to persons or circumstances other than those as to which it is held to be invalid or unenforceable, shall not be affected thereby, and each remaining portion of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 26. Survivability.** All Sections of this Agreement which, by their nature, are intended to survive the conclusion of the Program and/or your early removal or departure from the Program, shall so survive, including but not limited to Sections 3, 4, 5, 6, 7, 8, 9, 10, 11, 13, 14, 15, 16, 17 and 19-26.