

Bring Israel Home
Permission Agreement
(the "Waiver and Agreement" or "Agreement")

BIH - 2018

1. **These Terms and Conditions Are Important.** Please read the terms and conditions of this Permission Agreement carefully; they impose legal obligations on you and on us, and establish our legal relationship. **IF YOU DO NOT AGREE TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS, YOU MAY NOT PARTICIPATE IN THE BRING ISRAEL HOME REUNION.** By the terms "**you**", and "**your**" we refer to all registrants and participants in the Reunion (as that term is defined below). The terms "**we**" and "**us**" refer to Bring Israel Home (as these terms are further defined below).
2. **Your Agreement.** In order for your event registration to be accepted, you will be required to signify your agreement to be legally bound by these terms and conditions by clicking a designated "I Accept" button on our registration page. You must click "I accept" and thereby accept these terms and conditions, to participate in the Bring Israel Home Reunion.
3. **Your Acknowledgements.** If you are chosen to attend the **Bring Israel Home Reunion**, in consideration of Bring Israel Home's payment of the cost of your Reunion Event, including the cost of roundtrip airfare to and from Israel for Israeli Participants, cost of travel for American Participants and Staff Members eligible for such reimbursements and the cost of Reunion Event, Reunion activities and accommodations, you hereby acknowledge and agree to the following:
 - 3.1 **Bring Israel Home.** You hereby acknowledge that **Bring Israel Home an affiliate of The Orthodox Union (OU)**, and any affiliated company, their Boards of Directors, officers, servants, agents, employees and representatives (collectively, "**Bring Israel Home**" or "**BIH**"), and all individuals and organizations that provide financial support directly or indirectly to **BIH** (collectively, "**BIH Funders**" or "**Bring Israel Home Funders**") have acted solely in helping to fund your participation in the Bring Israel Home Reunion.
 - 3.2 **Agreement to participate.** Acceptance of this agreement represents a commitment to attend the BIH Reunion Event in its entirety.

For American Participants: You understand that the weekend will begin on Friday afternoon (exact times posted online), with your arrival at the reunion venue, and will end either Sunday or Monday afternoon, when the program ends (please check online for exact reunion details for your group). You commit to attend all programs and activities throughout the weekend. You understand that missing part of or the entire event will forfeit your travel reimbursement and you will incur an extra \$180 charge to your credit card. If you cancel 30 days or more prior to the event, you will not be charged a cancellation fee. Any cancellations between 29 days and 2 days prior you will incur a \$75 charge to cover any non-refundable charges Bring Israel Home has incurred on your behalf. Cancellations 2 days and onward, will incur a \$180 charge. You also understand that should you cancel, you will not receive any travel reimbursements.

For Israeli Participants: You understand that the Reunion Event also includes a 4 day Israeli Leadership Initiative which will take place either before or after the

Reunion Event. (Please check online for exact details for your groups program) On the occasion that the Israeli Leadership Initiative falls after the reunion the Israeli group will arrive one day before the Reunion event. You commit to attend all programs and activities throughout the weekend. You recognize that you will be charged the cost of your plane ticket if you fail to attend part of or all of the weekend.

- 3.3 Loss or Damage Due to Airlines, Services or Facilities. Bring Israel Home,** shall not be liable or responsible for any loss or damage which you may sustain to your person or property, or for any loss or damage by reason of any delay, modification, curtailment or arrangement pertaining to the flights, services or facilities to be provided by **BIH**, or other Reunion Staff in connection with your participation in the Bring Israel Home Reunion and/or any extension thereof. It is understood and agreed that **BIH**, or other Reunion Staff assume no responsibility whatsoever, and shall not be held responsible for the operation and management of any of the airlines, services or facilities which may be employed in connection with the Bring Israel Home Reunion and/or any extension thereof or for any damage or claim arising there from or in connection therewith.

We recommend that all participants purchase travel insurance in addition to the medical insurance they are required to have. This travel insurance should cover domestic flight delay or cancellation as well as personal property theft, loss and/ or damage.

- 3.4 Extension of Your Stay.** Furthermore, and without derogating from the above, you understand that should you decide to extend your ticket beyond the original agreed upon ticket booked as part of Registration, 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 will be provided by **Bring Israel Home**.

Should you decide to forfeit your return ticket - If you do not contact the airline before your scheduled return date and neglect to arrive for the scheduled departure, you will be responsible for your own return flight. This includes stop over and domestic portions of tickets.

- 4. Your Health; Medical Considerations.** You agree that you have consulted a physician of your own choice and have been advised by said physician that you are in good health, do not suffer from any physical or mental condition, ailment or disability which requires any medical or surgical care or treatment, or which would make your travel and/or participation in the Bring Israel Home Reunion activities hazardous, unwise, unwarranted or a potential source of danger to you or to others who may travel with or participate in the Reunion.

- 4.1 Health Insurance.** You agree that you have personal medical insurance coverage, which shall be valid in America throughout the period covered by Bring Israel Home. (If you do not have medical insurance and are purchasing travel/medical insurance for the sole purpose of this trip, you may want to consider supplementary coverage for continuation of treatment/care in your home country if required when you return home.)

- 4.2 Permission for Treatment.** In case of medical or surgical emergency, you hereby give permission to the medical staff selected by Bring Israel Home to hospitalize, secure proper treatment for, and to order injection, anesthesia, or surgery for you.
- 5. Inherent and Other Dangers from Reunion Activities.** You acknowledge that Bring Israel Home activities including, but not limited to, train, bus, and air travel, may be subject to certain hazards; and further that you are voluntarily participating in the Bring Israel Home Reunion and these activities, and understand the dangers and risks involved. You also acknowledge that should there be any free time throughout the weekend, you will conduct yourself in a responsible manner and in accordance with the Code of Conduct stated below. You hereby agree to accept any and all risks associated with participating in the Bring Israel Home Reunion.
- 6. Code of Conduct.**
- 6.1 Loss of Privileges.** You may be removed from the Bring Israel Home Reunion for any reason, including (a) failure to participate in any portion of the Bring Israel Home Reunion; (b) use or possession of illegal drugs; (c) illegal use or possession of alcohol; (d) becoming inebriated to a degree that impedes participation in an activity; (e) acts of violence or vandalism; (f) drunk or disorderly conduct or (g) failure to comply with any rules or regulations imposed by Bring Israel Home, or their employees and agents, including, but not limited to all terms and conditions of this Agreement.
- 6.2 Enforcement of Code of Conduct.** The decision to remove you from the Bring Israel Home Reunion shall lie in the sole discretion of Bring Israel Home, and is not obligated to give you any “second chances” or warnings concerning your misconduct.
- 6.3 Effect of Removal from Bring Israel Home Reunion; Your Responsibility for Expenses.** You acknowledge that if you are removed from the Bring Israel Home Reunion you will be responsible for \$180 of expenses and any and all travel reimbursements will be forfeited. Furthermore, you will be responsible to reimburse **Bring Israel Home** for expenses they have incurred as a result of your having committed any of the acts or omissions for which you have been removed from the BIH Reunion, and without derogating from the above – including the full costs of your participation should you have caused direct and indirect damage or disregarded one of the above terms and conditions.
- 7. Personal Information.** You acknowledge, that one of Bring Israel Home’s missions is to educate others concerning the fulfilling educational, cultural, religious, and bonding experience. Therefore, you agree as follows:
- 7.1 Bring Israel Home Experiences.** For convenience, the term “**Bring Israel Home Experience**” and/or “**Bring Israel Home Reunion Information**” shall mean, with respect to your Bring Israel Home experiences: (i) your name, (ii) your mailing address, (iii) thank-you notes and letters from you; (iv) testimonials or other statements from you regarding your Bring Israel Home experience; (v) photographs and video that may contain your likeness or image relating to or arising from the Bring Israel Home Reunion, whether taken by you, another

participant, a Bring Israel Home staff person or an agent of Bring Israel Home; and (vi) other information you wish to provide to us.

- 7.2 Permission to Bring Israel Home.** You hereby give **Bring Israel Home, Bring Israel Home's** agents, affiliates and organizations, as determined by **Bring Israel Home** in its sole discretion, which perform functions integral to its mission including, but not limited to, educational organizers and organizations that provide financial support directly or indirectly to **Bring Israel Home** (collectively, "**Bring Israel Home** supporters") permission to copy, modify, adapt, distribute, publish, display, exhibit and otherwise use, either in whole or in part, without compensation, your Bring Israel Home Reunion Information, including on the Bring Israel Home website, (currently located at <http://www.bringisraelhome.com>), on pages of a **Bring Israel Home** supporter's website and in educational, advertising, marketing and promotional materials prepared for or on behalf of **Bring Israel Home** or **Bring Israel Home** supporters. You understand that this permission is perpetual in time and that it encompasses, without limitation, permission under any copyright or right of publicity or privacy that you may have in your Bring Israel Home Information.

You understand and agree that the Bring Israel Home Information may or may not contain attributions specifically identifying you. In addition, you understand and agree that Bring Israel Home Information may be obtained through letters, forms, surveys, email correspondence, and your participation in social networking sites, forums and other relevant media sources.

Bring Israel Home will have the right to modify, reproduce, display or otherwise disseminate the Bring Israel Home Reunion Information, in whole or in part, provided that any modifications or alterations made to Bring Israel Home Information do not significantly alter or misrepresent the original content.

- 7.3 No Address Disclosed.** **Bring Israel Home** or **Bring Israel Home** supporter's website and promotional materials in which your BIH Reunion Information may appear will not include your address, and your address will not be disclosed to third parties in the course of preparing your Bring Israel Home Information for posting or publishing. Please understand, though, that for mailing list and other purposes that do not involve a permission such as that set out in Section 7.2 (Permission to Bring Israel Home), above, we may share your mailing or email address with like-minded organizations.
- 7.4 Photos and Film Footage.** You understand and agree that any photos or film footage taken by you on the Bring Israel Home Reunion 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.

- 8. Registration Fee.** You accept that in order to participate on the Bring Israel Home Reunion, you will need to pay a non-refundable \$25.95 registration fee.
- 9. Valid Passport & Visa (Israeli Participants).** You certify that your passport is valid for at least 6 months from your last day in the United States and that you have a valid visa to travel to the United states during the dates of your plane ticket. Bring Israel Home

reserves the right to cancel your ticket if you cannot obtain a new passport or show proof of visa at least one month before the trip or by the posted deadline dates.

10. **Binding Nature of the Agreement; Modifications.** You have read, understand and agree to be bound by the foregoing terms, policies and all rules and regulations of Bring Israel Home, including those, which may be modified, adopted or superseded from time to time. You are aware that these rules, regulations, policies and programs may be changed at any time and will, as changed, be binding on you, as follows: (i) **Bring Israel Home** will notify you in the event of significant modifications to these rules, regulations, policies and programs; (ii) if, after this notification, you continue to participate in the registration process or the Bring Israel Home Reunion, you will be considered to have accepted such modifications.
12. **Required Acceptance of This Agreement.** You acknowledge that your agreement to the above is a precondition to participation in the Bring Israel Home Reunion, and that failure to accept this waiver and permission agreement and to agree to its terms would result in **Bring Israel Home's** rejecting your registration application to participate in the Reunion.
13. **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 and all other legal and factual issues under this Agreement.
14. **Violation of Terms.** Should it be discovered, at any time, that you have breached any of the terms or conditions of this Agreement, you will be responsible for paying and/or reimbursing **Bring Israel Home** for all costs and expenses associated with the Bring Israel Home Reunion, without prejudice to any other damages or awards to which **Bring Israel Home** may be entitled.
15. **Effect of Acceptance.** You agree that by clicking "I Accept" on the webpage located on the Bring Israel Home Reunion Registration page - you thereby acknowledge that you have read and understand this waiver and permission agreement and agree to be bound by its terms and conditions.