

TOUR RELEASE

ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY AND INDEMNITY, LIKENESS AGREEMENT, MEDICAL CARE, AND TRANSPORTATION

PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS.

Statement of Risks

A tour of Israel includes activities such as air travel, bus travel, hiking, and moving about in cities.

Participating in a tour of Israel contains certain inherent risks and hazards. Activities include getting on and off the bus many times per day, climbing stairs or paths, walking long distances up to five miles a day, and long touring days. Risks include, but are not limited to: physical injury or illness; trauma or emotional injury; property damage, loss, or theft; and possibly death. Hazards include, but are not limited to: air travel accidents, motor vehicle accidents, extreme climate conditions, rough and uneven terrain or walkways, becoming victim of a crime, exposure to germs, or terrorism. The terrain and sites visited are not set up to accommodate physical disabilities.

Only you know the abilities, limitations, and prior medical history of yourself or the minor listed below (your child) and can evaluate whether or not you or your child should participate in a tour.

Acknowledge and Acceptance of Risks

I, on behalf of myself, and if applicable, on behalf of the minor listed below, have read the previous paragraphs and agree:

- I fully understand the nature of the Israel tour activities, and that serious risks could be involved;
- I understand the demands of those activities relative to my physical condition, abilities, limitations and skill level, and agree that I am physically capable of participating in all activities and keeping up with the pace of the group as a whole;
- I fully understand that if I (or my minor child) cannot keep up, any transportation costs incurred to or from the overnight accommodation are my responsibility.;
- I fully understand the types of injuries that may occur as a result of such activities;
- I hereby agree that my, and, if applicable, my child's participation on the Israel tour is voluntary and that I, on behalf of myself and, if applicable, my child, knowingly assume all inherent risks of the activities noted above;
- I understand and agree that Behold Israel and its agents shall not be liable for the faults or defaults of other companies and/or persons used in carrying out any part of the tour services; nor for any flight delays or cancellations, accidents, baggage losses or delay, strikes, political unrests, riots, acts of war, acts of God, or acts of Satan. Behold Israel will not refund monies for missed portions of the tour;
- I understand and agree that Behold Israel and its agents are not liable for individual purchases of souvenirs or other personal items, including quality control, refunds, or returns;
- In the event it becomes advisable for any reason whatsoever (such as weather, safety issues, labor strikes) to alter the itinerary or arrangements, such as sites, hotels, and restaurants, Behold Israel may make alterations without penalty. No refunds will be given for any missed portions of the tour. Behold Israel may substitute sites for those missed. Behold Israel may also withdraw this tour or decline to accept, or dismiss any person(s) or member(s) of the tour, such as persons who are disruptive.

Waiver and Release of Liability Agreement

In consideration of permission for me and/or my child, to participate in the Israel tour, I (on behalf of myself and/or the minor listed below, my child, my spouse, heirs, personal representatives, my estate, my parents and assigns, referred to as "Releasing Parties") agree not to sue and hereby waive, release, and discharge Behold Israel, and its respective owners, directors, officers, employees, volunteers, independent contractors, agents, affiliates, successors, and assigns (referred to as "Protected Parties") from any and all liability. This includes any liability arising from or related to all claims, lawsuits, or causes of action, including damage to or loss of property; injury or death to myself, my child, or any family members; and consequential damages arising from any injury or loss, such as the inability to work, loss of consortium or other damages. This includes all claims arising from the Israel tour any related activities, **and includes any claims resulting from the ordinary negligence of the Protected Parties.**

Indemnity Agreement

I, on behalf of myself and, if applicable, the minor listed below, also agree to hold harmless, defend, and indemnify Protected Parties (including, but not limited to defending any lawsuit or arbitration, and paying any judgment and costs, including investigation costs, attorneys' fees, experts' fees and related expenses) from any and all claims, lawsuits or arbitrations brought by the Releasing Parties arising from my and, if applicable, the minor listed below, death, injury, or loss due to involvement in the Israel tour **(including those arising from the inherent risks of the activity and/or the ordinary negligence of Protected Parties.)**

Likeness Agreement

I grant Behold Israel permission to use my likeness or the likeness of the minor listed below in its publications, websites, marketing and other materials, without payment or prior approval.

Medical Clause

In case of medical need or injury, I understand that Behold Israel personnel will make every reasonable effort to reach my emergency contact. If my emergency backup contact cannot be reached, I authorize Behold Israel to arrange for emergency medical or dental services for me and, if applicable, the minor listed below. I will be responsible for any medical, dental, and related expenses for me or the minor. Any provider of care can rely on this document as authority to treat me or the minor appropriately and to bill me directly for the costs thereof. I agree I am responsible for communicating any relevant medical conditions to Behold Israel.

I hereby release and forever discharge the Protected Parties from any claim whatsoever that arises or may hereafter arise on account of the decision by any representative or agent of the Protected Parties to exercise the power to consent to emergency medical or dental treatment as described.

Insurance

I understand that it is my responsibility to purchase flight and travel interruption insurance, as well as medical coverage and evacuation insurance. Behold Israel may provide information about vendors, but accepts no responsibility for their performance.

Clarifying Clauses

I expressly agree that the Release Agreement is intended to be as broad and inclusive as permitted by the laws of the State of California, which are the laws that govern this Agreement. I agree that, in the event any clause or provision of this Release is held to be void, voidable, or unenforceable, the remaining portions shall remain in full force and effect. Further, a waiver of a right under this Release does not prevent the exercise of any other right. If any dispute arises out of this Agreement, I agree that I will attempt to resolve such dispute in Christian mediation with a trained mediator, before filing any legal action. To revoke this Agreement, I must notify Behold Israel in writing in advance of the event.

Acknowledgment of Understanding

By signing below, I agree I have read both sides of this form and understand that by signing this form, I am giving up legal rights and, if applicable, the rights of the minor listed below, and the rights of any Releasing Party to sue for damages in the event of death, injury, or loss. I further acknowledge that I, on behalf of myself and, if applicable, the minor listed below, am signing the agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability, including that due to inherent risks of the activity to the greatest extent allowed by law of the State of California.