

Please Read & Sign
Midwest Winter Convention 2019
CONSENT, RELEASE AND INDEMNIFICATION

The Parent/guardian signing below ("Parent") hereby consents and gives permission for Parent's son/daughter _____ ("Child") to apply to and participate in **Midwest Winter Convention 2019, Camp Henry Horner/Nageela Midwest, Ingleside, IL** (Name and Location of Program) the "Event" which term shall include all times and all activities during or related to the Event, travel to, from and during or related to the Event, and early dismissal, expulsion or other removal, if any, from the Event) on or about the following date(s): **12/05-12/08, 2019**, and any date(s) to which such Event may be postponed or rescheduled. Parent and Child each agree that Child will observe and be bound by all policies, terms, conditions, rules and regulations and restrictions (including, without limitation, rules related to discipline and drug and alcohol use), whether written or unwritten, of the Event or Young Judaea (the "Program Terms"), including any such Program Terms as may be changed, modified, or newly established at any time, including after this Consent, Release and Indemnification is signed. The words "Young Judaea" as used in this Consent, Release and Indemnification shall mean, individually or collectively, Young Judaea, Young Judaea Global Inc, Young Judaea Inc. d/b/a Tel Yehudah, and each of their (individually or collectively) affiliates, related entities, predecessors, officers, directors, employees, volunteers, members, agents and representatives.

In case of medical emergency involving Child, Parent hereby consents and gives permission to the physician/medical personnel selected by Young Judaea to secure treatment for Child including hospitalization, anesthesia, surgery and any other emergency treatments deemed necessary and/or appropriate by the physician/medical personnel and Parent agrees to be fully responsible for any and all costs or expenses associated therewith. Parent agrees that Young Judaea is not responsible for any medical expenses incurred by or on behalf of Child, and authorizes Young Judaea to directly contact and deal with any health insurance company that may provide coverage for Child. Parent and Child release Young Judaea and any health care professional, medical institute or facility and their staff from any obligation of confidentiality and authorize them to request, receive and disclose among themselves and to relevant third parties, all information, documents, records, and contact information necessary for insurance, diagnosis and/or treatment purposes or as required by law in connection with Child's treatment.

Parent and Child each understand and voluntarily assume all risks, whether or not foreseeable, of traveling to, during and from the Event and of attending and participating in the Event and of all activities Child engages in before, during and after the Event, including risk associated with Child's safety and security and/or risk that could result in damage or physical, emotional or psychological injury, illness, death, disease or other damage. Parent and Child hereby consent to all entries and searches, including third party searches, which Young Judaea in its sole discretion deems appropriate of Child's property and accommodations. Parent and Child each are familiar with the activities involved in the Event and understand and agree that the Event may include certain vigorous activities and Child is aware of, capable of, and will take responsibility for placing upon him/herself appropriate physical limitations reasonably calculated to avoid illness or injury and Parent and Child agree that Young Judaea is not responsible for imposing such limitations.. Parent and Child each represent that Child is in sound physical, mental and emotional health and fully able to participate in all Event activities without need of individualized or specialized attention, accommodation, staffing or medical regimen.

Parent and Child each agree that Young Judaea has the right, in its sole discretion, to determine that Child may not participate in the Event or particular Event activities and, further, in its sole discretion, to determine that Child shall be dismissed, expelled or otherwise removed from the Event, at Parent and Child's sole cost and expense. Parent and Child understand and agree that Parent and Child are responsible for making arrangements for transportation of Child to and from the Event. Parent and Child understand and agree that Young Judaea acts only as agent for Child in making arrangements with third parties in connection with the Event and that Young Judaea does not assume any liability in making any arrangements for the Event. Parent and Child acknowledge that Young Judaea has advised them to purchase accident, baggage, and trip cancellation insurance in connection with any travel which is part of the Event to cover reimbursement for trip delay, missed connections, sickness, accident, medical expenses, lost baggage, personal effects, baggage, etc., and if Parent and Child already own such insurance or any other personal insurance, to check the terms of their insurance in light of this Event. All rights are reserved by Young Judaea to adjust Event tuition or other fees at any time and to substitute activities, accommodations and services of a similar category when deemed necessary which are subject to change without notice due to special or unforeseen circumstances.

Parent and Child irrevocably grant to Young Judaea and its licensees the right to photograph, film, videotape, audiotape and/or otherwise record, by any and all methods now or hereafter known, Parent's and/or Child's image, voice and/or likeness and to use Parent's and/or Child's name, voice, and any photograph, image, or likeness in which Child or Parent may appear, including those photographs provided to Young Judaea by Child or Parent, or any utterance or statements Child or Parent may make, or any portion thereof, in any and all media including the Internet, any number of times, in any and all manners, and by any and all means now or hereafter known, for any advertising, trade, fundraising, promotional or other purposes, without approval or any compensation to the Child or Parent unless prohibited by law. Parent and Child each agree that any photograph, image, likeness, utterance or statement

taken by Young Judaea shall be Young Judaea's sole and exclusive property and, with respect to those photographs provided to Young Judaea by Child or Parent, Child and/or Parent certifies that Child and/or Parent owns or has the proper rights to use, transmit, and share such photographs with Young Judaea for such purposes. Parent and Child (and Parent on behalf of Child) release Young Judaea from any and all liability in connection with the use of Child's and/or Parent's name, voice and/or any photograph, image, likeness, utterance or statement as described in this paragraph.

The term "Claims" as used in this Consent, Release and Indemnification shall mean any and all claims and liability of any kind whatsoever, past, present and future, both known and unknown, including those which have not yet arisen or matured, whether in law or in equity, arising from, related to or in connection with Child's attendance at the Event, participation in the Event activities, Parent and/or Child's travel to, from, during, before and after the Event, Child's free time during the Event, any medication, medical advice, treatment or testing Child may or may not receive from Young Judaea or any third party, any entry into or search of Child's property or accommodations, any discipline Child may receive during or after the Event, Child's departure, withdrawal, dismissal or other removal from the Event, any communications or notices or lack thereof before, during or after the Event, any anti-discrimination laws, and regulations of any jurisdiction, any delay, property damage, loss or theft, any hostile act, government act or omission, terrorism, social unrest, local laws, climatic conditions, breach of contract, accident, occurrence, business interruption, machinery breakdown, substitution or change of accommodations, transportation or other services, rates, bookings, reservations or connections, natural disaster, labor dispute, baggage and property handling, changes to or absence from the Event program, any other conditions, developments or disruptions, any physical, emotional or psychological injury, illness, disease, or death, third party claims and all other claims, liability, damage, cost, loss or expense of any nature whatsoever, including but not limited to, claims for negligence or any intentional act on the part of Young Judaea (as defined herein) or any other person or entity.

In consideration for Child's acceptance to the Event and participation in the Event activities, and by signing below, Parent and Child for themselves, individually and jointly, their next of kin, family members, heirs, representatives, agents, successors and assigns, hereby agree to: (i) Release, waive and discharge Young Judaea from any and all Claims; and (ii) Covenant not to sue Young Judaea with respect to any and all Claims; and (iii) Indemnify, defend and hold harmless Young Judaea from any and all Claims and any and all liability, damage, cost, loss and expense (including attorneys' fees and expenses) arising from, related to, or in connection with (a) Child's acts and omissions and any involvement by Child before, during and after the Event and (b) any and all Claims made at any time, past, present or future, by Parent, Child, or any of their family members or any person to whom Parent or Child are related by blood, law, adoption or marriage, or their heirs, representatives, agents, successors or assigns. Parent and Child further agree that this Consent, Release and Indemnification shall be interpreted as broadly as possible in favor of Young Judaea.

Parent and Child each agree that this Consent, Release and Indemnification and any and all issues related to this Consent, Release and Indemnification and/or any other agreement related to Child's attendance at the Event and/or participation in Event activities is to be solely and exclusively governed by, and construed in accordance with, the laws of the State of New York, without giving effect to principles of conflicts of laws. Parent and Child each hereby agree that the State or Federal courts located in the State of New York shall have exclusive jurisdiction to determine disputes arising from, related to or in connection with or in any way involving, Child's attendance at the Event and/or participation in Event activities, this Consent, Release and Indemnification and/or any other agreement related thereto and Parent and Child each consent to the exercise by such courts of personal jurisdiction over them and waive and agree not to assert any objection or defense based on lack of personal or subject matter jurisdiction or venue. Parent and Child each agree to pay all reasonable attorneys' fees and all other costs and expenses which may be incurred by the Young Judaea Entities in the enforcement of or attempt to enforce this Release whether by action of law or otherwise. If any term or provision of this Consent, Release and Indemnification, and/or any other agreement related to Child's attendance at the Event and/or participation in Event activities is declared invalid by a court of competent jurisdiction, the remaining terms and provisions of this Consent, Release and Indemnification, and/or any other agreement related to Child's attendance at the Event and/or participation in Event activities shall remain unimpaired and in full force and effect.

Young Judaea Tobacco, Drugs and Alcohol Policy

The following *POLICY* applies only to Young Judaea American Programs. Israel Programs and YJ Impact will be subject to separate tobacco, drug and alcohol policies for their respective programs.

Tobacco Use:

Since tobacco use is harmful as well as a nuisance to non-users, all tobacco products are forbidden at all official Young Judaea programs (including, without limitation, all camps and clubs). Therefore, in the event that a violation occurs, discipline for the *chaver/a* (member/participant) will be at the discretion of the *most localized director* (i.e. at Tel Yehudah, the T.Y. director; at a junior camp, the Camp Director, at a regional event, the Merchav Manager) or his/her designee.

Drugs and Alcohol:

Alcohol, illegal drugs of any kind, drug paraphernalia and/or abuse of legal drugs have no place in this *t'nua* (movement) because they are destructive to the *t'nua* and the individual. Therefore, the (i) purchase, sale, distribution, possession and/or use by any *chaver/a* of any amount or kind of alcohol and/or illegal drugs and/or drug paraphernalia, and/or (ii) the abuse of legal drugs (including, without limitation, an individual taking prescription drugs not prescribed to him/her and/or taking non-prescribed amounts of prescription drugs) and/or (iii) being in the presence of another *chaver/a* who violated this Drugs and Alcohol portion of the *POLICY* is strictly prohibited and is a violation of this *POLICY*.

The most localized director or his/her designee shall investigate any reported or suspected violation of this Drugs and Alcohol portion of this *POLICY* to determine whether there has been a violation. Upon the determination, in the sole discretion of the most localized director or his/her designee, that there has been a violation of this Drugs and Alcohol portion of this *POLICY* by a *chaver/a*, disciplinary action may be taken, up to and including, immediate dismissal or removal from the program. The most localized director or his/her designee will report the violation and the disciplinary action taken to the National Director of Young Judaea. In addition, the National Director of Young Judaea, in his/her sole discretion, shall determine whether the *chaver/a* shall be (i) suspended from all Young Judaea movement events (including, but not limited to, camps, Israel Programs, YJ Impact, conventions, clubs as a member, participant, elected officer, staff member, visitor or otherwise) for a period of up to one year from the date of the determination, (ii) permanently expelled from Young Judaea or (iii) subject to alternate or additional disciplinary action.

Any *chaver/a* who is dismissed or otherwise removed from a program in accordance with this *POLICY*, will be sent home at his/her own expense and is not eligible for any tuition, fee, or other refund.

If a *chaver/a* is suspended in accordance with this *POLICY*, application for reinstatement and eligibility for Year Course or any Young Judaea Summer Program (including summer camps and Israel programs) may be made by the *chaver/a* in writing to the *Mazkirut Merkazit* (National Board of Young Judaea). The *chaver/a* must provide two corroborating letters from members of his/her community approved by the *Mazkirut Merkazit* explaining what steps the *chaver/a* has taken to deserve reinstatement. In addition, the *chaver/a* must perform and submit documented proof of up to 100 hours of community service, which type of service and number of hours was pre-approved by the *Mazkirut Merkazit*. Upon completion of these requirements, reinstatement and eligibility for Year Course and any Young Judaea Summer Program (including summer camps and Israel programs) will be in the sole discretion of an Advisory Board consisting of the *Mazkirut Merkazit*, National Director of Young Judaea, directors of the programs that the *chaver/a* is seeking to attend and the director of the program at which the violation occurred. The *chaver/a* will be notified of the Advisory Board's decision in writing.

In all cases of discipline, the determination of the most localized director or his/her designee and Young Judaea, as applicable, regarding Young Judaea's rules, restrictions and policies and their application shall be final and shall not be subject to challenge in any forum. In addition, Young Judaea reserves the right to contact the local authorities. Any violation of law by or involving a *chaver/a* will be subject to the penalty, laws and rules imposed by the local jurisdiction, and Young Judaea will not undertake to provide participant with legal assistance.

Young Judaea Event Rules of Good Conduct: Participant and Parent Must Sign

The following rules and restrictions are in place to provide for the health, safety, and welfare of all participants at the Young Judaea Event. During the Event, Young Judaea may find it necessary to alter and/or add rules and restrictions. Participants agree to fully comply with all Event rules and restrictions including any alterations and/or additions made by Young Judaea. All Event rules apply throughout the entirety of the Event including during free time. Any failure to comply with Young Judaea's rules and restrictions and any alterations and/or additions thereto may result in disciplinary measures as set forth in these Rules of Good Conduct, in the sole discretion of Young Judaea, up to and including immediate dismissal and/or other removal from the Event. The following Event rules are not exclusive and the failure to specify in each rule that violation may result in dismissal or other removal from the Event shall not preclude Young Judaea from doing so in its sole discretion. Further, the failure of Young Judaea at any time to enforce any rule or restriction or to exercise any right with respect to disciplinary action, will not be construed as a waiver of any such right, will not affect any subsequent violation, and will not prejudice Young Judaea in connection with any subsequent enforcement or disciplinary action.

Participants and parents/guardians have read, understand, and agree to follow these policies.

1. All participants have read, understand and agree to follow the Young Judaea Tobacco, Drug and Alcohol Policy (the "Drug and Alcohol Policy") set forth above as part of this Consent, Release and Indemnification. Any participant found to be in violation of the Drug and Alcohol Policy understands that he/she will be disciplined in accordance with the Drug and Alcohol Policy.
2. In order to provide an atmosphere which is comfortable for everyone, Shabbat and Kashrut will be observed.
3. No one may leave the Event grounds (as such grounds are defined by the Event director in his/her sole discretion) without specific permission of the Event Director.
4. All participants must obey the staff members at all times. Participants must respect each other and all other people they come into contact with during the Event and refrain from inappropriate behavior.
5. All participants must respect the property of each other and of the Event site.
6. All participants will attend and participate in the entire Event, including all of its scheduled activities, unless otherwise informed by the staff, it being understood that physical sports are always optional.
7. Young Judaea reserves the right to search the property and/or accommodations of any participant including accommodations not owned and/or operated by Young Judaea, with or without the presence of the participant.
8. Participants are not permitted to possess knives or other weapons of any kind.
9. Participants are jointly responsible with their parent(s)/guardian(s) for any damage, including graffiti, to the physical facilities used for the Event and parent(s)/guardian(s) will be billed to cover the cost of the repair.
10. Participants disrupting the group, not adhering to Event rules and policies and/or not participating in mandatory Event activities, as determined in the sole discretion of the Young Judaea staff, will result in disciplinary action and/or dismissal.
11. Participants will be advised of further rules which govern the Event, and by which each participant agrees to be bound, at the start of and throughout the Event.

Any participant who is dismissed or otherwise removed from the Event, will be sent home at his/her own expense and is not eligible for any tuition, fee, reimbursement or other refund. The participant and his/her parent/guardian are responsible for the cost of returning him/her home, including the return fare, shipping of baggage, any other associated expenses, and for any and all damages arising out of the involvement of the participant and/or the participant's actions. The above also applies to any participant who voluntarily removes him/herself from the program.

In all cases of discipline, dismissal and/or other removal, the determination of Young Judaea regarding the Event rules, restrictions, and policies and their application shall be final and not subject to challenge in any forum. In addition, Young Judaea reserves the right to contact the local authorities. Any violation of law by or involving a participant will be subject to the penalty, laws and rules imposed by the local jurisdiction, and Young Judaea will not undertake to provide participant with legal assistance.

PARENT'S/GUARDIAN'S STATEMENT

By signing below, Parent/guardian indicates that s/he has read, understands and agrees to the terms and conditions of the Consent, Release and Indemnification in its entirety, including the Young Judaea Tobacco, Drug and Alcohol Policy and Rules of Good Conduct (collectively, and as hereinafter amended, the "Rules"). I have discussed the Rules with my child and I have instructed him/her to abide by the Rules and policies established by Young Judaea during the Event. I understand that failure to obey the Rules may result in disciplinary action and/or dismissal of my child from the Event. I understand that any dismissal, withdrawal or other removal of my child from the Event will be at my expense, without refund of any Event fees.

Signature of Parent/Guardian

Print Name

Date

PARTICIPANT'S STATEMENT

By signing below, I indicate that I have read, understand and agree to the terms and conditions of the Consent, Release and Indemnification in its entirety, including the Young Judaea Tobacco, Drug and Alcohol Policy and Rules of Good Conduct (collectively, and as hereinafter amended, the "Rules"). I understand that my participation in the Event obliges me to abide by the Rules and policies established by Young Judaea during the Event. I have discussed the Rules with my parent/guardian and I agree to abide by the Rules and policies established by Young Judaea during the Event and understand that failure to abide by the Rules may result in disciplinary action and/or my dismissal from the Event. I understand that my dismissal, withdrawal or other removal from the Event will be at my and my parent's/guardian's expense, without refund of any Event fees.

Signature of Participant

Print Name

Date