

Waiver & Release of Liability

NOTICE: This document applies to all programs, regional, domestic, and international, and is to be executed by teens and their parents/guardians.

I have voluntarily applied to participate in a BBYO Inc program (“**Program**”), either as a BBYO Member or as a Non-Member.

I understand and agree that there are risks associated with my participation in a Program, including without limitation risks associated with general touring activities, outdoor activities, sporting activities, overnight stays, transportation and travel, including within the United States international, 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 understand and agree that the nature of the Program may expose me to hazards or risks that may result in my illness, personal injury, or death. I understand and appreciate the nature of such hazards and risks.

In consideration for and as a condition to my participation in the Program:

I hereby accept all risks that may result from my participation in the Program, and I hereby fully and unconditionally release and forever discharge BBYO, Inc. and each of their respective affiliated entities, governing boards, trustees, directors, officers, employees, volunteers, advisors, parents/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 “the **Organizer**”), from any and all liability to me, all members of my family, my personal representatives, estate, executors, administrators, heirs, next of kin, successors and assigns (collectively referred to herein as “**I**,” “**me**,” “**my**,” or “**Participant**”) 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. 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 Program at any time after the execution of this Waiver and Release.

Travel Associated Risks

I understand and agree that:

- I am responsible for my own transportation to and from the Program, including to group flight airport if such an option is offered;
- the Program formally begins upon meeting the group at the pre-determined location set by the Organizer;
- it is my own responsibility to meet the group at the pre-determined time and that should I not board with the group on time the Organizer does not guarantee that alternative travel arrangements will be available or that if alternative travel arrangements are available that such alternative travel arrangements will be chaperoned.

I further understand and agree that the Organizer is not responsible or liable for any injury, damage, loss, costs, refunds, expense, accident, delay, scheduling changes, cancellation, or other irregularity that 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 and agree that the Program formally ends at the pre-determined location set by the Organizer and that if a supervised/group flight is offered that the Organizer's responsibility ends upon my arrival at the arrival hall of the applicable travel arrangement. I further understand and agree that the Organizer's staff are not responsible for escorting me to my connecting travel, if applicable, and that there is no guarantee that a chaperone will be available if there is a delay in my self-arranged connecting travel.

I understand and agree that BBYO provides insurance for Israel, Europe, and Costa Rica, that covers health and accidents, but does not cover US-based experiences. I understand and agree that I am responsible for procuring and maintaining my own insurance for health and accidents for US-based experiences and for experiences in countries other than Israel, Europe, and Costa Rica. I further understand and agree that BBYO strongly recommends that I procure and maintain travel insurance and that I may contract for such insurance or the insurance provider of my choosing. I further understand and agree that travel insurance policies are subject to the insurance provider's conditions and exclusion clauses. I hereby authorize BBYO to file a claim on my behalf with my insurance provider (including, if purchased, travel insurance) up to and including any and all costs that BBYO incurs on my behalf.

Modifications to the Itinerary; Cancellation

I understand and agree that the Program itinerary, description, inclusions, and logistics arrangements, as included in marketing materials and pre-trip-preparation communications are subject to reasonable change at the sole discretion of the Organizer. For the avoidance of doubt, there will be no refunds or other forms of compensation on account of such changes.

I further understand and agree that in certain situations beyond the reasonable control of Organizer, such as but not limited to the presence of or imminent risk of military hostilities (including war whether declared or not), political conflict, public-health crises, or any other condition that may prevent the provision of a safe and meaningful Program, the

Organizer, in its sole discretion, reserves the right to cancel a Program without any expectation of a full refund or other form of compensation.

Property and Financial Responsibility

I understand and agree that I and/or persons who may be financially responsible for me (such as parents, guardians, trustees, etc.) will be required to pay for phone calls and incidental personal expenses that I incur while participating in the Program, as well as for any damage I cause to property of others, including but not limited to damage at our accommodations.

I, and/or persons who may be financially responsible for me (such as parents, guardians, trustees, etc.), agree to defend, indemnify, and hold the Organizer harmless from any financial liability or obligation that I personally incur, and for any injury or damage to the person or property of others that I cause or contribute to, while participating in the Program.

I understand and agree that the Organizer shall not be liable for any of my property (whether owned or rented) that is damaged, lost or stolen throughout the duration of the Program, including property contained in my luggage or within my accommodations room, regardless of the circumstances.

I further understand and agree that the Organizer bears no responsibility, and that I will not hold the Organizer responsible, for any items rented or acquired through third parties. For example, but not by way of limitation, I understand and agree that Organizer is not responsible for any lost or stolen cell phones or for any unauthorized calls made on a rented cell phone or SIM card, and that it is my responsibility to notify the cell-phone company directly of any issues relating to the cell phone, including but not limited to damage, theft, and unwanted calls. I understand and agree that I have been encouraged not to bring valuable items on the Program.

Food Allergies, Medical Contingencies and Consent to Treat

I understand and agree that I am solely responsible for providing the Organizer with all relevant medical considerations pertaining to my well-being through the forms that I am required to provide to the Organizer ("**Required Forms**"). I understand and agree that I am solely responsible for any prescribed medications.

I understand and agree that I am solely responsible for ensuring that any such prescription and nonprescription medications are legal in the countries in and through which I will travel, that the consequences for not so ensuring can be severe, and that Organizer is not responsible for any legal jeopardy that may ensue as a result of my not so ensuring.

I understand and agree that, *except for camp-based programs that have an infirmary*, Program staff are not allowed to carry, administer, or ensure compliance with any prescribed and nonprescription medications for Program participants.

I understand and agree that special requests—such as the need to refrigerate medication—may be facilitated by Program staff in good faith, but that the Organizer does

not accept responsibility for such requests and cannot guarantee that such requests can be granted. I recognize, however, that Program staff may administer prescribed medications to a Participant in an emergency situation and may further administer an EpiPen, if available, to a Participant who is showing signs of anaphylactic shock even if that Participant does not possess an EpiPen prescription. I also authorize Program staff to provide over-the-counter medications at their discretion and in their best judgment.

I understand and agree that I am solely responsible for providing the Organizer with all relevant dietary requirements pertaining to my well-being through the Required Forms. I understand and agree that Program staff will make a good faith effort to ensure that food is available on the Program that is consistent with any special dietary requirements that I have specified but that I am nonetheless solely and ultimately responsible for food that I consume. I understand and agree that the Organizer commits to provide certified kosher or vegetarian food for all destinations. I further understand and agree that the Organizer cannot guarantee an environment that can or will accommodate me if I have an airborne food allergy.

I understand and agree that participation in the Program can be physically challenging and involves irregular sleeping and eating schedules and a highly social environment. I have consulted with a physician and have been advised that I am in good health. I do not suffer from any illnesses, conditions or disabilities that would make participation in the Program unwise, harmful, or dangerous to myself or others. I understand and agree that should Program staff determine in their sole discretion that I am not capable of participating in the Program due to physical-health or mental-health considerations, I will be removed from the Program and will be fully responsible for my own connecting travel arrangements.

I understand and agree that if I become ill or incapacitated the Organizer may take any action it deems necessary for my safety and well-being, including but not limited to securing medical treatment (at my own expense or, as applicable, the expense of persons who may be financially responsible for me (such as parents, guardians, trustees, etc.)) and making arrangements for transporting me home. I understand and agree 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 returned home, including the cost of an escort, if necessary, will be the sole responsibility of me and persons who may be financially responsible for me (such as parents, guardians, trustees, etc.). I hereby authorize the Organizer to charge all such travel arrangements, expenses, and liabilities to the credit card on record with the Organizer or, if no valid credit card is on file or the credit card on file is not valid, then to recover all such travel arrangements, expenses, and liability through any and all other legal means. I represent and warrant that I am and will be covered throughout the Program by a policy of comprehensive health and accident insurance that provides coverage within the countries included in the Program for injuries and illnesses I may sustain or experience while participating in the Program, including treatment related to pre-existing conditions.

I understand and agree that, in some countries, the provision of available healthcare services may not meet the standards to which I am accustomed. I further understand and agree 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 Program representatives. In some instances, healthcare facilities expect upfront payment. I understand that I and/or persons who may be financially responsible for me (such as parents, guardians, trustees, etc.) are responsible for all such payments, whether upfront or otherwise, and I confirm that 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 and agree that it is my responsibility to secure the necessary travel documents, including a valid passport and any other documents required by the country to, from, and through which I am traveling, and that failure to do so will not constitute grounds for a refund. I further understand and agree that most countries require the passports of visitors to be valid for an extended period of time beyond the schedule Program travel dates, and that I may be denied boarding if my passport validity does not meet those requirements.

Taking/Publishing Photographs and Videos

I hereby authorize the Organizer to take and publish photographs, videos, and quotations taken of me (including printing or otherwise publishing my name in association with such photographs, videos, and quotations) in printed or electronic format, including but not limited to in publications, presentations, promotions (including those that are mailed), exhibits, press releases, marketing materials, videos, CDs, DVDs, websites (both internal and external) and any social media associated with the Organizer. I acknowledge that since my participation in such photographs, videos, and quotations is voluntary, I will receive no financial compensation and my participation confers upon me no rights of ownership whatsoever to such photographs, videos, and quotations. I further understand and agree that such photographs, videos, and quotations may be shared by the Organizer with third parties consistent with these provisions.

Personal Exploration Time

I understand and agree that while the Organizer provides a generally supervised Program, there may be opportunities designated by Program staff for personal exploration time in public areas that are not directly supervised by Program staff. In all such instances, I agree to remain within the physical parameters set forth by Program staff, and I understand and agree that all Program rules apply during such opportunities. Should I not wish to leave the direct supervision of Program staff in such public areas, I understand and agree that I have the right to remain under the direct supervision of Program staff at all times.

Vaccination

I understand and agree that the Organizer has established a vaccination policy that requires its participants to be up to date with vaccines recommended by the American Academy of Pediatrics and the U.S. Center for Disease Control. I further understand and agree that vaccine guidelines vary and evolve in the countries where we travel. Accordingly, I understand and agree that I am responsible for following all preventive health measures recommended by the U.S. Centers for Disease Control and by my personal physician for travel to and within such countries. I understand and agree that exceptions to this policy will be considered only if such request for an exception is accompanied by a physician's certification that such particular vaccination(s) is (are)

contraindicated for me. I further understand and agree that the Organizer is not obligated to grant such request for an exception to this policy.

Standards of Conduct

I understand and agree that as a participant in the Program, either as a BBYO Member or a Non-Member, I am expected to, and will, abide by the directions of Program staff as well as the BBYO Code of Conduct (<https://bbyo.org/special-pages/code-of-conduct>), transportation policies, housing-and-living-arrangement policies, substance-abuse policies, and all other policies and guidelines as may be amended and/or modified from time to time by the Organizer in its sole discretion, without prior notice, and that I am expected to and will comply with the current laws of the United States (Federal, state and local) and the laws of those countries in and through which I travel during the course of the Program. The BBYO Code of Conduct is designed with the health, safety, and well-being of teens, staff, advisors, and guests in mind. These policies include but are not limited to the following areas:

General Expectations

- Teens, staff, and advisors will create a safe, inclusive, and welcoming environment and treat everyone with respect at all BBYO gatherings.
- Follow all program rules and attend all scheduled activities on time unless otherwise approved by staff.
- When issued a BBYO nametag it must be worn and displayed for the duration of the program.
- Proper/respectful attire must be worn at all times. Shoes must be worn in public spaces.
- Teens may not leave the program venue without prior approval by staff unless part of the BBYO sanctioned agenda.
- Visitors may not attend BBYO programs unless they are registered as guests by staff in advance.
- For overnight programs, teens are assigned sleeping rooms at the start of the program and are expected to sleep in those rooms only.
- Alephs are not permitted to be in the sleeping area of BBGs and BBGs are not permitted to be in the sleeping area of Alephs.
- Sexual activity/intimate contact is not permitted at BBYO programs between any participants.
- Teens must report property issues or damages in any location to BBYO staff immediately. Any unreported damages could be charged to participants.
- Participants are responsible for securing and administering their own medications unless the rules of the program explicitly state differently. Sharing of medications (prescription and over-the-counter) with others is strictly prohibited.
- Social media must be used responsibly at all times including but not limited to overnight/immersive experiences. Posts with dirty spirit, that slander other teens, staff, volunteers, speakers/guests or from anonymous accounts that use BBYO images, logos or the - BBYO name will not be tolerated.
- All participants are familiar with the BBYO Community Agreements that outline how our community sees and responds to healthy relationships and power dynamics.

- For safety and security reasons, participants should avoid sharing the location of BBYO events on social media.

Disciplinary Consequences

BBYO strives to help teens learn from their experience and grow as responsible, independent young adults. In situations where teens do not follow program rules or uphold the values of BBYO, consequences will result. Disciplinary action is guided by an organization-wide standard to ensure consistency and fairness; consequences may vary based on circumstances and are within the sole discretion of Program professional staff. Teens who hold an elected/appointed leadership positions (chapter, region, conventions, internationally) may be subject to loss of their position as part of disciplinary action. I understand and agree that my failure to uphold Program conduct policies will have consequences, which may include but are not limited to loss of privileges, separation from the group, termination of participation (that is, being sent home), and/or revocation from BBYO membership, as determined in the sole discretion of the Organizer.

By way of example, engaging in any of the following behaviors during a Program will result in immediate expulsion from BBYO:

- Conduct that endangers the safety, health, or welfare of the teen and/or others;
- Conduct or threats of conduct that are violent;
- Possession of fireworks, firearms or other items considered to be weapons and/or anything potentially harmful to others.

Engaging in any of the following behaviors during a BBYO meeting, program, or related social media will result in disciplinary consequences that may include *immediate removal from the current program and/or suspension* from participation in future BBYO activities:

- Theft or causing intentional damage to hotel/camp or other's property;
- Bullying, hazing, and other actions taken with the intent of harming others;
- Consumption or possession of illegal drugs, alcohol, tobacco, "vaping" products or materials, or any substance that can be /used to create an unnatural high;
- Alephs found in BBG sleeping area(s) and BBGs found in Alephs sleeping area(s);
- Sexual activity/Intimate contact in any sleeping area, or any public or private area;
- Unwanted or unwelcome sexual activity/intimate contact, whether physical or verbal;
 - Sharing of prescription/over-the-counter medication; Leaving a BBYO program venue without permission of staff;
- Inviting/welcoming visitors to an official BBYO activity without permission of staff;
- Tattooing or piercing oneself or others or receiving tattoos or piercings, or other forms of self-modification. Engaging in any of the following behaviors during a BBYO meeting, program, or related social media will typically result in consequences commensurate with the situation: Gambling;
- Inappropriate use of social media, including but not limited to dirty spirit, media that slanders other teens, staff, volunteers, speakers/guests, or media from anonymous accounts that use BBYO images, logos or the BBYO name;

- Sending or sharing of sexually explicit material or intentional sending of material that is sexually explicit or shaming;
- Use of vulgar language and/or inappropriate gestures;
- Inability to follow BBYO program rules including tardiness/absence from scheduled activities without prior approval from staff, not treating others with respect, not wearing proper attire, not displaying an official BBYO nametag, etc.;
- Inappropriate physical or verbal contact;
- Carrying or displaying toy weapons;
- Not sleeping in your assigned room.

I further understand and agree that the Organizer, as it deems appropriate in its sole discretion, reserves the right (but does not have an obligation) to search my person and/or belongings, and to take such action (or to refrain from taking such action) as it deems appropriate to secure the safety of me and/or others and/or to ensure compliance with the BBYO Code of Conduct, transportation policies, housing-and-living-arrangement policies, and other applicable policies and guidelines. I further understand and agree that this Waiver and Release of Liability extends and applies to cover all such actions and inactions, and that the Organizer's waiver of a right in a particular situation does not extend to the Organizer's right to act in any other situation.

I further understand and agree that I may be required to submit to drug and/or alcohol testing, and that my failure to submit to the requested testing will be grounds for disciplinary consequences up to and including expulsion from the Program; provided, however, I understand and agree that such testing need not be administered when the Organizer otherwise reasonably believes that Program policy has been violated. I further understand and agree that appropriate legal authorities may be contacted, and that I may be subject to possible prosecution or incarceration by same. I understand and agree that in the event that appropriate legal authorities are contacted, the Organizer will contact my parent(s)/guardian(s), but will not intervene in any other manner.

I understand and agree that if I am dismissed from a Program due to my failure to comply with or my violation of the BBYO Code of Conduct, transportation home will be at my expense or the expense of persons who may be financially responsible for me (such as parents, guardians, trustees, etc.). I understand and agree that I will not be entitled to a refund.

Additionally, I understand and agree that if I am dismissed from the Program with respect to which I received financial scholarship or assistance of any kind, I and any persons who may be financially responsible for me (such as parents, guardians, trustees, etc.) will be responsible for paying such financial scholarship or assistance back to BBYO within thirty (30) days of BBYO's demand for such repayment.

I understand and agree that Program staff are not responsible for preventing or otherwise policing violations of the above conduct violations, and that the Organizer is not responsible for any injury or damage resulting from a violation of these conduct policies.

I understand and agree that this Waiver and Release extends and applies to cover all such actions and inactions on the part of the Organizer.

Right to Participate and Program Payment

I understand and agree that acceptance to the Program is conditioned upon the receipt of a completed application, including a physical examination of me that demonstrates my physical and mental fitness and ability to participate in all aspects of the Program. I understand and agree that receipt of program payment and application forms does not guarantee acceptance to the Program. I agree that the Organizer reserves the right to deny or revoke acceptance, in its sole discretion, at any point. I understand and agree that the Organizer reserves the right to consolidate and/or cancel specific programs and/or trip dates, in its sole discretion, without prior notice.

I understand and agree that there are unpredictable financial factors associated with travel and that, accordingly, the Organizer reserves the right to adjust the price of the Program based on such factors, as well as on fluctuations in exchange rates. I understand and agree that I retain the right to cancel and receive a full refund in the event of a price increase that is greater than ten percent (10%) over the published payment schedule, but that my right to cancel and receive must be exercised not less than thirty (30) days prior to departure.

I agree to make payment for the Program in full according to the published payment schedule. I agree that if I have an open balance after the payment deadlines then I may be subject to late payment fees and that I ultimately may not be permitted to attend the Program and will only be eligible for a refund in accordance with the Program's overall refund policies and terms. I agree that the Organizer reserves the right to pursue collection of any overdue program costs, expenses and/or liabilities through appropriate collection proceedings. I agree that if I am expecting to receive a third-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, and that if such third-party funds are not received within a month of the Program's conclusion, that it will be my sole responsibility to cover the balance due personally.

Dispute Resolution

I agree that any and all disputes between the parties arising out of or relating to this agreement, whether grounded in contract, tort, or statutory law, shall be resolved exclusively by arbitration in Washington, DC. The arbitration shall be conducted in accordance with the Dispute Resolution Rules of JAMS. The prevailing party in the arbitration shall be entitled to its attorneys' fees and costs plus any fees and costs incurred in connection with confirming the arbitrator's award.

I understand and agree that: (1) 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; and (2) 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.

Acknowledgement by Participant

I hereby acknowledge that I have fully read, understood, and accepted each of the above provisions, and that 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 of Liability. I understand and agree that this Waiver and Release of Liability 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 of Liability 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 acceptance of the Waiver and Release of Liability and participation in the Program signifies my understanding of, and agreement with, these statements and their implications.

Regardless of whether I have attained the age of 18 years prior to commencement of the Program, I hereby give permission to Program staff and Organizer to share pertinent information regarding my physical and mental-health issues with my parent(s) or legal guardian(s).

Signature of Participant

* Your Name

I hereby accept and abide by the provisions of the following statement:

Parent/Guardian/Trustee Acknowledgment: To be completed by Parent/Legal Guardian/Trustee of Participant regardless of whether Participant will have attained the age of 18 years prior to commencement of the Program:

I/we, the parent or legal guardian or trustee of the above-referenced Program Participant hereby acknowledge that I/we: (a) have the authority to execute this Waiver And Release of Liability and to make decisions with respect to the Program participant; and (b) assume responsibility, including without limitation financial responsibility, for the actions or inactions of the Program Participant.

Further, I/we hereby acknowledge that I/we have read and understand the terms of this Waiver and Release of Liability and agree on behalf of myself/ourselves, the Program Participant, and all other members of our family, our heirs, estates, executors, administrators, personal representatives, next(s) of kin and their and our successors and assigns, to be bound by all of the terms and conditions set forth herein, including the full and unconditional releases contained herein, and the responsibility for all travel arrangements, costs, and liabilities associated with the Program participant being sent home and/or expelled from the Program to the same extent as such terms and conditions apply to the Program participant to which this Waiver And Release applies.



Signature of Parent, Guardian, or Trustee:

* Your Name

* Relationship