

PARTICIPANT'S NAME (please print):



6505 WILSHIRE BOULEVARD, SUITE 300
LOS ANGELES, CA 90048
PHONE: (323) 761-8605 ~ FAX: (323) 761-8640

GENERAL RELEASE FORM – 2012

Name of Applicant (Please Print) (“Applicant”)

I, _____ (“the Undersigned”) hereby certify that I am the Parent / Legal Guardian [Circle One] of the above named Applicant. I acknowledge that BJE has acted on behalf of the Applicant and the Undersigned in making arrangements for Applicant's participation in BJE March of the Living and for transportation in connection therewith between Los Angeles, Poland, Israel and return.

THE BUREAU OF JEWISH EDUCATION has been and is authorized by the Undersigned, on Applicant's behalf, to alter or modify the itinerary or any of the arrangements made by it with respect to the Applicant's attendance and participation in the March of the Living when, as and if it shall be deemed such alteration or modification necessary or advisable, without prior consent of, notice or liability to, the Undersigned.

In consideration for permitting the Applicant to participate in March of the Living the Undersigned, on behalf of the Applicant and myself, and each of our respective heirs, family members, successors, guardians or legal representative, estates, trusts, trustees, agents and assigns, do hereby hold harmless and waive any and all claims against THE BUREAU OF JEWISH EDUCATION, any of its officers, directors, trustees, employees, agents and/or volunteers, and/or any of their respective heirs, family members, successors, guardians or legal representatives, trusts, trustees and estates (collectively “Released Parties”), arising out of ordinary negligence and related to or arising from the Applicant's participation in the March of the Living including all transportation to and from and while in Israel, Poland, and the United States. This hold harmless agreement includes claims related to personal injury, emotional distress, wrongful death, damage to personal property, or any other claim arising out of ordinary negligence that may be raised by the Undersigned and Applicant.

It is understood that the THE BUREAU OF JEWISH EDUCATION and Released Parties are not agents of, and have no responsibility for, any third party that may provide any services, equipment, training, transportation, or activities associated with the March of the Living or in connection with travel to, in and from Israel, Poland, and the United States.

If any person and/or entity including the Undersigned or Applicant asserts any demand, claim and/or cause of action of any type and nature against the Released Parties, for any injury, loss, death or damage that the Applicant or Undersigned or any of them allegedly suffers from or causes as a result of Applicant's participation in the March of the Living program, the Undersigned hereby agrees to indemnify and hold the Released Parties, and each of them, harmless from and against any and all such claims, demands, damages, costs, including reasonable attorney's fees, and the Undersigned will: (1) pay for all costs of defense, including but not limited to attorney's fees and costs, of the Released Parties against whom such claims are made; (2) pay any settlement, arbitration award or judgment assessed against the Released Parties; and (3) hold the Released Parties completely and entirely harmless from any such claims, demands, lawsuits, settlements, arbitration awards or judgments.

The Undersigned acknowledges and agrees that the terms, conditions and enforcement of this agreement shall be governed by the laws of the State of California. The Undersigned acknowledges and agrees that any dispute regarding the terms, conditions or enforcement of this agreement shall be governed by the laws of the State of California. The Undersigned acknowledges and agrees that any claim or dispute arising out of this agreement including claims for injury, damage, loss or death suffered by Applicant or the Undersigned, arising out of or relating to Applicant's participation in the March of the Living or transportation to and from and while in the program shall be governed by the laws of the State of California. The Undersigned further agrees and acknowledges that any suit, action, or proceeding brought to enforce or arising under this agreement including claims for injury, damage, loss or death suffered by Applicant or the Undersigned arising out of or relating to Applicant's participation in the March of the Living and

OVER→

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transportation to and from and while in the program, may only be brought (i.e., venued) in the State of California, County of Los Angeles, and the Undersigned expressly waives the right to assert jurisdiction or venue in any other location than the State of California, County of Los Angeles.

The releases and covenants not to sue set forth above apply to any claims, injuries, losses or damages arising by reason of any delay, modification, curtailment or cancellation by either party, in whole or in part, of any of the arrangements pertaining to, or services to be provided for, or facilities to be furnished in connection with the participation by the Applicant in the March of the Living.

Assumption of Risks: In October 2010 the United States Department of State alerted U.S. citizens to the potential of terrorist activities in Europe. No specific travel warnings are in effect at this time, relating to Poland. The Department of State urges U.S. citizens to refrain from all travel to the Gaza strip (NOT part of the BJE March of the Living itinerary) and to be mindful of security factors when planning travel to Israel. BJE March of the Living participants and parents/guardians are encouraged to consult the State Department's website, <http://travel.state.gov> to keep current with respect to the any travel alerts or warnings. I/We acknowledge and expressly assume all risks and dangers associated with all trip activities, whether described above, known or unknown, and inherent or otherwise. I/We take full responsibility for any injury or loss, including death, which Student may suffer, arising in whole or in part from the enrollment and participation of the Student, in the activities of the trip.

It is understood and agreed that designees of the Director of March of the Living may photograph, film, videotape, audiotape or reproduce written materials of the applicant for use in publications and publicity.

The Undersigned has consulted a physician of Undersigned's own choice and has been advised by such physician that Applicant is in good health, does not suffer from any physical or mental ailment or disability which requires medical or surgical care or treatment, or which would make Applicant's travel to or from Israel or Poland (by plane or boat) or Applicant's sojourn in Israel or Poland and/or participation in the March of the Living hazardous, unwise, unwarranted or a potential source of danger to Applicant or others who may travel, be sheltered, or participate in the March of the Living with Applicant. The Undersigned does not have any information or knowledge as to the Applicant's physical or mental condition which the Undersigned has not disclosed to said physician.

FATHER (OR LEGAL GUARDIAN'S) SIGNATURE

DATE

MOTHER (OR LEGAL GUARDIAN'S) SIGNATURE

DATE

**** THIS FORM IS NOT VALID UNTIL IT HAS BEEN SIGNED BY BOTH PARENTS AND/OR GUARDIANS ****