

# BJE MARCH OF THE LIVING GENERAL PARTICIPATION AGREEMENT

## PLEASE READ CAREFULLY AS THIS AGREEMENT INCLUDES A RELEASE

This General Participation Agreement (“Agreement”) is entered into between The Bureau of Jewish Education of Greater Los Angeles, d/b/a Builders of Jewish Education (“BJE” or “The Bureau of Jewish Education”) and the below named participant (“Participant”).

### 1. Program and Travel for Program.

- a. Program. Participant acknowledges and agrees that, upon execution of this Agreement, BJE will act on behalf of Participant in making arrangements for Participant’s participation in March of the Living Inc. d/b/a International March of the Living’s (“IMOTL”) 2024 *March of the Living Adult Program*, all associated activities, all associated travel and transportation within Poland, within Israel and between Poland and Israel, as applicable, starting on or around the Start Date and End Date as identified in the Exhibit A (collectively “Program”).
- b. Travel to and from Program. Participant acknowledges that roundtrip airfare and transportation to and from Poland and Israel and the Participant’s home airport is not included in the Program. As soon as available, BJE will provide Participant with the itinerary, including the specifics of the meeting location, date and time and where the Program is expected to start and end to allow Participant to make appropriate travel arrangements. Participant is solely responsible for all risks, travel arrangements, travel to and from Poland or Israel as applicable, and costs prior to Participant meeting BJE at the applicable meeting location, and after the conclusion of the Program in Poland or Israel, as applicable. The Participant acknowledges and agrees that conditions may arise causing the proposed dates of the Program to change. The Program may begin or end prematurely due to events such as, but not limited to, family emergencies, transportation or weather difficulties, and COVID-19 or Force Majeure Events, as defined in Section 3. In the event that there are any delays, changes, or cancellation in travel for the Program or Participant, Participant is solely responsible for coordinating with BJE to find an alternative meeting location, date and time, and all additional accommodations, flight changes, transportation, food associated with the changed or extended stay and travel to/from Poland or Israel. Participant acknowledges and agrees that if Participant is unable to attend the Program due to travel issues, partially or in full, Participant is not entitled to any refund whatsoever for any amounts paid to BJE, or any other entity, for the Program.

**2. Acknowledgment of Policies, Exhibits, Terms, and Conditions.** Participant hereby acknowledges and agrees that Participant must comply with all terms and conditions of this Agreement and comply with all IMOTL or BJE policies related to the Program, including the following Exhibits that are attached to this Agreement and fully incorporated herein by this reference:

- Exhibit A - *BJE March of the Living Program Types, Dates, Fees and Payment Schedules*
- Exhibit B - *BJE March of the Living Cancellation & Refund Policy*
- Exhibit C - *BJE March of the Living Travel Insurance*
- Exhibit D - *BJE March of the Living Immunization Policy*

- Exhibit E - *BJE March of the Living Authorization for Medical Treatment, Payment and Release*
- Exhibit F - *BJE March of the Living Arbitration Agreement*

Please note that all of this Agreement and all Exhibits are available individually for Participant to access at any time through the BJE website: [2024 BJE Adult March of the Living | Builders of Jewish Education \(bjela.org\)](https://www.bjela.org) under the Forms and Document section.

**Please contact Miriam Prum Hess at [MPrumHess@bjela.org](mailto:MPrumHess@bjela.org) for additional copies, questions or concerns.**

### **3. Application Fee, Program Fee and Payment Schedule.**

- Deposit and Non-Refundable Application Fee.** If Participant has paid a \$500.00 deposit prior to the execution of this Agreement (“Deposit”), BJE will apply the Deposit to the Application Fee. If the Applicant submits the Application, this Agreement, and the non-refundable Application Fee prior to or on October 20, 2023, the Application Fee shall be \$1,500.00 (“Application Fee”). The Application Fee is non-refundable. Notwithstanding for forgoing, in the event BJE denies Participant’s application, BJE shall return to Participant the full Application Fee. In the event there is space available and the Applicant submits the Application, the Application Fee and this Agreement after October 20, 2023, the Application Fee shall be \$1,900.00. If BJE accepts Participant’s application, the Application Fee shall be applied to the Program Fee.
- Program Fee.** Participant acknowledges that Participant’s attendance in the Program is conditional on timely meeting the payment obligations outlined in the Exhibits A and B, and in any other documentation provided by BJE. The total applicable Program Fee, as identified in Exhibit A, includes the Application Fee, room and board, tuition, varied social and cultural programs, and travel between Poland and Israel, if applicable. Participant acknowledges that the Program Fee is dependent on Participant’s choice of Program Type and hotel occupancy. Once these designations have been made by the Participant, BJE may not be able to make adjustments and Participant will be responsible for the Program Fee based on the designations made.
- Payment Schedule Form of Payments.** Participant is responsible for ensuring BJE receives payments for the application fee and balance of the Program Fee pursuant to the timeline set forth of Exhibit A. Participant may make payments by dropping off a check in person, mailing a check to BJE Adult MOTL, 6505 Wilshire Blvd, Suite 300, Los Angeles, CA 90048 or paying by credit card or electronic check through the invoicing portal sent by [ladelson@bjela.org](mailto:ladelson@bjela.org) or [pblock@bjela.org](mailto:pblock@bjela.org).

**4. Cancellation Policy.** Participant must submit written notices of cancellation to Miriam Prum Hess at [MPrumHess@bjela.org](mailto:MPrumHess@bjela.org). BJE will refund the Program Fee based on the date BJE receives the cancellation notice in accordance with the schedule outlined in Exhibit B (“Cancellation Policy”). In the event the Participant fails to return this fully executed Agreement, application and Application Fee or BJE has not received any payment by the dates set forth of Exhibit A, BJE reserves the right to cancel Participant’s participation in the Program. The date the payment was due shall be considered the date of cancellation notice.

BJE and IMOTL reserve the right to cancel, alter, reschedule, or amend the Program, or Participant's participation in the Program, at any time for any reason BJE or IMOTL determine, in its or their sole discretion, is appropriate or necessary in the event of a travel warning or any other indication that gives rise to reasonable concerns about a safety risk in and around the Program destination that would endanger the safety, health or welfare of Participants, chaperones, or other travelers, including based on the result of the PCR or other COVID-19 test or if Participant is exhibiting COVID-19 symptoms (collectively "Safety Concerns") or a force majeure event, such as an act of God, weather, war, terrorism, pandemic, act of a government organization or other similar event beyond BJE and/or IMOTL's reasonable control ("Force Majeure Event"). If cancellation by BJE or IMOTL is due to Safety Concerns or a Force Majeure Event, BJE will refund the Program Fee, minus the following: (1) any payments BJE made on behalf of Participant to IMOTL that BJE did not receive back from IMOTL; (2) any costs expended by BJE on behalf of Participant that is not refunded; and (3) the applicable Application Fee if the cancellation is prior to February 14, 2024 or \$2,500 if the cancellation is on February 14, 2024 or later. BJE will make a good faith effort to obtain the refund from IMOTL but is under no obligation to negotiate, litigate, or expend additional resources to obtain refunds from IMOTL or its vendors.

**5. International March of the Living as a Third-Party Beneficiary.** Participant understand that IMOTL is the umbrella organization that oversees administration of the Program strictly through its arrangements and agreements with the many delegations including BJE. Participant acknowledges that IMOTL is not a party to this Agreement and bears no responsibility for BJE's obligations hereunder, but IMOTL is a third-party beneficiary to this Agreement and in that capacity is entitled to enforce all rights of BJE, including standing to enforce the terms of this Agreement and all benefits of Participant's obligations hereunder to the fullest extent of the law.

## **6. Program Modification and Cancellation.**

- a. BJE and/or IMOTL are authorized by Participant to alter or modify the itinerary or any of the arrangements made by it with respect to Participant's attendance and participation in the Program, when, as, and if BJE and/or IMOTL deems such alteration or modification necessary or advisable, without prior consent of, notice or liability to, Participant. Additional expenses arising out of any modification, if any, will be borne by the Participant. In certain circumstances, it may be necessary to revise the itinerary. If due to such circumstances a change becomes necessary in the opinion of the BJE and/or IMOTL, the BJE and/or IMOTL will make reasonable best effort to ensure that hotels substituted shall be of reasonably similar quality as those listed in the itinerary. Neither BJE nor IMOTL will provide any refunds for unused portions of transport, tours, rooms, or meals, and neither BJE nor IMOTL will allow or provide any credit for unused accommodation.
- b. Participant acknowledges that Participant has received and reviewed BJE's Cancellation Policy (Exhibit B). Participant understand that, in the event Participant decides not to participate, is unable to participate, or is unable to continue to participate in the Program for any reason, including but not limited to contracting COVID-19, any other sickness, incapacitation or failure to timely provide any required paperwork pursuant to the deadlines set by BJE, Participant will be responsible for the Program Fee, in accordance with the BJE March of the Living Cancellation Policy, and may be entitled to a refund of a portion of the Program Fee as set forth in this Agreement or the BJE March of the Living Cancellation & Refund Policy.

**7. Acknowledge and Assumption of Risks Associated With Exposure to COVID-19.** Participant understands that the novel coronavirus, COVID-19, is a highly infectious, life-threatening disease. COVID-19 is associated with a serious and potentially deadly condition called Multisystem Inflammatory Syndrome. COVID-19's highly contagious nature means that exposure to others or contact with surfaces that have been exposed to the virus can lead to infection. Individuals who have COVID-19 may not show any symptoms, even if they are contagious. It is currently very difficult to control the spread of COVID-19 or to determine whether, where, or how a specific individual may have been exposed to the disease. For more information on COVID-19, visit the websites of the Centers for Disease Control and Prevention (<https://www.cdc.gov/coronavirus/2019-ncov/index.html>) or the California Department of Public Health (<https://covid19.ca.gov/>). For more information on local Los Angeles County Public Health Department guidance about COVID-19 visit: <http://publichealth.lacounty.gov/media/coronavirus/>. Participant acknowledges and agrees that it is Participant's responsibility to review this information and determine the risks of participating in the Program.

In addition to vaccination and booster requirements, Participant understands that BJE may, in its sole discretion, implement safety rules and precautions in order to mitigate the spread of COVID-19 but that those measures do not completely protect against the spread of COVID-19. Participant agrees that Participant must comply with such rules and precautions which may include, but are not limited to, mask wearing, hand washing, hand sanitizing, vaccination, testing, and social distancing. Participant understands these rules and precautions may need to be adjusted either before or throughout the course of the Program. Participant acknowledges that even if Participant follows all directions, instructions, and rules and exercises the utmost personal care, there will remain a certain irreducible inherent risk to Participant, including the risk that other participants do not consistently adhere to all safety rules, and Participant accepts that risk.

Participant understand that if Participant is unable to return as scheduled due to government regulations, medical reasons, or any other reasons, additional expenses may be incurred, including but not limited to cancellation and rebooking fees, additional meals and lodging, and medical services. Participant agrees and acknowledges that Participant is responsible for any and all such additional costs.

Participant understands and acknowledges that given the unknown and evolving nature of COVID-19, it is not possible to fully list each and every individual risk of contracting COVID-19. Participant understands that the risk of becoming exposed to or infected by COVID-19 during the Program may result from the actions, omissions, or negligence of Participant and others, including, but not limited to, employees, adult chaperones, bus drivers, agents, contractors, volunteers, and other participants. Participant voluntarily assumes full responsibility for any and all risks of illness, injury, disability or death associated with exposure to COVID-19.

**8. State Department and CDC Information.** Participant agrees to inform himself/herself/themself about the potential dangers of the areas Participant will be traveling to, recommended vaccinations or boosters that Participant should have prior to travel, and precautions that should be taken by reviewing the following:

- a. State Department Consular Travel Information for travel to Poland and Israel <https://travel.state.gov/content/passports/en/country/poland.html> and

<https://travel.state.gov/content/travel/en/international-travel/International-Travel-Country-Information-Pages/IsraeltheWestBankandGaza.html?wcmode=disabled>

- b. Centers for Disease Control Travelers' Information at <http://www.cdc.gov/travel/> for relevant health and immunization information.
- c. For specific information regarding diseases in Poland and Israel and recommended immunizations is located at:  
<https://wwwnc.cdc.gov/travel/destinations/traveler/none/poland>  
[https://wwwnc.cdc.gov/travel/destinations/traveler/none/israel?s\\_cid=ncezid-dgmq-travel-single-001](https://wwwnc.cdc.gov/travel/destinations/traveler/none/israel?s_cid=ncezid-dgmq-travel-single-001).

9. The United States Department of State has alerted U.S. citizens to the potential of terrorist activities in Europe or Israel. Information on the State Department's Worldwide Caution of terrorist activities can be found here:

<https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories/worldwide-caution.html>.

Participant agrees to consult the State Department's website to keep current with respect to the any travel alerts or warnings, which can be found here:

<https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html>.

**10. Acknowledgment and Assumption of Risks.** Participant acknowledges and expressly assumes all risks and dangers associated with all Program activities, whether described in this Agreement, known or unknown, and inherent or otherwise. Participant assumes any and all risks associated with and/or arising from Participant's Participation in the Program caused by accident, disease, war or terrorist acts. Risks include but are not limited to: (1) the dangers inherent in any type of travel; (2) the dangers inherent in any type of transportation; (3) the dangers of being in a place open to the public; (4) minor injuries such as insect bites, scratches, bruises, and sprains; (5) major injuries such as eye injury or loss of sight, joint or back injuries, and concussions; (6) injuries from exposure to the sun or the outdoors for extended periods, such as sunburns, heat related illnesses, and insect bites; (7) contraction of illness or disease, including exposure to COVID-19 and other infectious diseases; (8) emotional stress, including from change in or irregular sleep or eating schedules; (9) emotional trauma; (10) catastrophic injuries including paralysis and death; (11) safety and security issues associated with being in Poland and Israel; (12) the dangers inherent in general touring activities, outdoors activities, overnight stays; (13) increased security and safety risks in Poland and/or Israel due to the prevalence of crime, political conflict; and (14) the dangers inherent due to the limited availability of medical facilities that meet standards of the United States. These risks could cause a serious impairment of Participant's future abilities to earn a living, to engage in other business, social, and recreational activities, and generally to enjoy life. Participant also understands the emotional risks connected to Participant's participation in the Program. Participant takes full responsibility for any injury or loss, including death, which Participant may suffer, arising from Participant's participation in the Program.

**11. Release from Liability.** To the fullest extent permitted by law, Participant on behalf of Participant, and on behalf of his/her/their heirs, family members, successors, guardians or legal representative, estates, trusts, trustees, agents and assigns ("Participant Successors") release and forever waive and discharge IMOTL, BJE, and/or all of their agents, staff, subsidiaries, members, officers, directors, principals, volunteers, donors, grantors, funders, participants, customers, invitees, employees, independent contractors, insurers, facility operators, lessors, land and/or premises owners, successors, assigns, and any and all other persons or entities acting in any capacity on behalf of IMOTL, BJE,

and/or third party beneficiaries as designated by IMOTL or BJE (“Released Parties”), from any and all claims, demands, damages, financial liability, expenses, judgments, liabilities (including attorney's fees and costs) of any nature and causes of action for loss of or damage to property, bodily or personal injury, illness, other harm, or death (“Claims”) sustained by Participant for any reason arising out of or related to Participant’s participation in the Program. This release does not apply to a Released Party to the extent a Claim is caused by the willful misconduct or gross negligence of that Released Party. Participant further agrees that the Released Parties are not responsible for any damage or delay due to sickness, pilferage, labor disputes, machinery breakdown, pandemic, quarantine, government restraints, weather or any other causes. No responsibility shall be incurred by the Released Parties for any additional expense, omissions, delays, re-routing or other acts of any government or other authority.

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 Participant’s participation in the Program at any time after the execution of this Agreement. The passenger contract issued by the airlines, steamship and railroad companies, when issued, shall constitute the sole contract between such companies, and Participant.

**12. Indemnification.** To the fullest extent permitted by law, Participant agrees to indemnify, defend, and hold Released Parties free and harmless from any and against all Claims in connection with, arising from, or related to the acceptance of and Participant’s participation in the Program. The provisions of this section will survive the expiration or termination of this Agreement.

**13. Completing Travel Forms and Baggage.** Participant is responsible for completing all forms necessary to enter or exit any of the countries that Participant travels to or from to participate in the Program. In the event information Participant provides on any of these forms prevents Participant’s entry or exit from a country or in the event that Participant fails to satisfy requirements that prevent Participant from entry to or exit from a country, Participant agrees to indemnify, defend, and hold free and harmless the Released Parties from any liability for any Claims arising as a result of the Participant’s actions or omissions. Participant understands that this may result in Participant’s immediate disqualification from the Program without any refund from BJE or IMOTL and Participant will be required to arrange for his/her/their immediate return home at the Participant own cost and expense. Participant also bears sole responsibility for Participant’s baggage throughout the Program. Participant agrees that the Released Parties are not responsible for loss, theft or damage to baggage.

**14. Release from Third-Party Liability.** Participant acknowledges and agrees that BJE and Released Parties are not agents of, and have no responsibility for, any third party that may provide any services, equipment, training, transportation, hospitality, or activities associated with the Program. Participant agrees and acknowledges that the BJE and Released Parties are not responsible for the actions of these entities for matters including, but not limited to, injuries, loss, or damage caused by any third party. Participant hereby voluntarily releases, discharges, waives, and relinquishes BJE and Released Parties, as defined in this Agreement, from any and all claims arising out of such third party liability, events, acts, or omissions.

**15. Publications.** Participant authorizes BJE and IMOTL to photograph, film, videotape, audiotape, livestream during the Program, or reproduce photographs, film, videotape, or audiotape of Participant from the Program or written materials by Participant from the Program for use in BJE or IMOTL

publications, publicity, social media, brochures, or other printed materials used to promote IMOTL and that such use shall be without payment of fees, royalties, special credit or other compensation.

**16. Agree to Provide Information to IMOTL.** Unless Participant notifies BJE otherwise in writing, Participant authorizes BJE to provide IMOTL with Participant's contact information, such as name, email address, phone number and mailing address to receive communications directly from IMOTL. Participant may notify BJE of its objection to sharing his/her/their contact information by emailing Miriam Prum Hess at [MPrumHess@bjela.org](mailto:MPrumHess@bjela.org).

**17. Medical Condition of Participant.**

- a. Confirmation of Health: Participant understands that participation in the Program can be physically challenging, can involve irregular sleeping and eating schedules and may cause mental stress or emotional challenges. Participant has consulted a physician of Participant's own choice and has been advised by such physician that Participant 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 Participant's participation in the Program hazardous, unwise, unwarranted or a potential source of danger to Participant or others who may travel, be sheltered, or participate in the Program with Participant. Participant does not have any information or knowledge as to Participant's physical or mental condition which Participant has not disclosed to said physician. Participant agrees to provide any additional forms or documentation that may be required by the countries visited during the Program to show that Participant is cleared to travel.
- b. Dietary Restrictions and Medical Conditions: Participant understands that Participant is solely responsible for providing BJE with all relevant dietary and medical considerations pertaining to Participant's well-being through the designated forms. Participant understands that BJE will make a good faith effort to ensure that food is available on the Program that is consistent with any special dietary considerations Participant has specified but BJE may not be able to accommodate all dietary restrictions. Notwithstanding the forgoing, Participant is solely responsible for food that Participant consumes during the Program. Further, Participant understands that neither BJE nor IMOTL can guarantee an environment accommodating Participant if Participant has an airborne food allergy.
- c. Medications: If Participant requires medication during the Program, Participant must travel with a written prescription or doctor's note for each medication. Since medication is often not available under the same trade name as in the country of origin, the prescription should identify the full pharmacological name of all medicines and drugs. Participant agrees to bring an extra supply of any required medication and carry all required medications in hand luggage.
- d. Standards of Care: Participant understands that the provision of available healthcare services in the countries visited during the Program may not meet the standards to which Participant is accustomed. In some instances, local healthcare facilities in the countries visited during the Program expect upfront payment. Participant understands that Participant should have access to form of payment such as travelers' checks or a credit card at all times during the Program in case of a medical emergency.

- e. Illness During Program: Participant agrees that, if Participant becomes ill or incapacitated, BJE or IMOTL may take any action it deems necessary for Participant's safety and well-being, including but not limited to transportation to and securing medical treatment from local clinics and making arrangements for transporting Participant home. Participant understands if Participant is unable to continue the Program due to illness or incapacitation, Participant will not be entitled to any refund of the Program Fee. Participant further gives permission for BJE, or IMOTL, to inform Participant's next of kin/emergency contact as defined in Emergency and Medical Information, Exhibit Fin the event of an emergency.

## **18. Insurance and Costs Not Covered by Insurance.**

- a. The Program Fee does not include travel or health insurance. Participant agrees to purchase all required health insurance for this Program, including as set forth in Exhibit C. Participant agrees to secure health insurance that provides adequate coverage for expenses related to any injury or illness that Participant may sustain or experience during the entire duration of the Program. The health insurance secured for Participant must cover both emergency and/or routine medical services overseas, and payments to medical care providers directly. Participant understands that travel insurance is not required but strongly encouraged.
- b. Proof of insurance for health insurance must be provided to BJE on or before November 10, 2023. BJE has no business relationship with any insurer identified in Exhibit D and bears no responsibility or liability in connection with recovery, or non-recovery, from any insurance policies purchased in connection with the Program. If Participant does not timely provide proof of the required health insurance, Participant will not be permitted to participate in the Program and Participant will be responsible for the Program Fee, in accordance with the Cancellation Policy.
- c. Participant acknowledges and agrees that Participant is fully responsible for any and all medical treatment costs not covered by health or travel insurance, including but not limited to outpatient and inpatient treatment, medications, procedures, physician visits, hospitalization/room and board, emergency local ambulance, durable medical equipment, urgent care clinic, walk-in clinic, mental health care, and mortal remains return. Participant acknowledges and agrees that Participant is fully responsible for any and all additional expenses incurred due to quarantine due to COVID-19 or any other medical condition not covered by health or travel insurance, including, but not limited to cancellation and rebooking fees, additional meals and lodging, and medical services.
- d. Neither BJE nor IMOTL shall be responsible for, incur or cover any medical (routine, emergency, or otherwise) or quarantine related expenses, costs or Claims on behalf of Participant. In the event Participant is subject to any additional costs or expenses not immediately covered by health or travel insurance, including but not limited to any costs or expenses related to medical services, quarantine, hotel accommodations, or airline change fees, the Parties agree as follows:
  - i. Participant may pay for any such expenses with a form of payment Participant has on his/her/their person at the time; or



- ii. In the event BJE is required to provide payment on behalf of Participant for any additional costs or expenses for any reason, Participant agrees to fully reimburse BJE for all such costs or expenses within 72-hours of BJE requesting reimbursement for such costs or expenses.
- e. Participant agrees and acknowledges that Participant is solely responsible for seeking any reimbursement from travel or health insurance for any additional costs or expenses. Failure to obtain reimbursement from an insurance carrier does not absolve Participant from reimbursing or indemnifying BJE for any costs or expenses incurred on behalf of Participant.

**19. Governing Law.** Participant acknowledges and agrees that, except for the Arbitration Agreement attached as Exhibit H, which is governed by federal law pursuant to the Federal Arbitration Act (“FAA”), any dispute regarding the terms, conditions, or enforcement of this Agreement or any Claims shall be governed by the laws of the State of California and may only be brought (i.e., venues) in the State of California, County of Los Angeles. Participant expressly waives the right to assert jurisdiction or venue in any location other than the State of California, County of Los Angeles.

**20. Counterparts.** This Agreement and each of its corresponding Exhibits that require signatures such as the Arbitration Agreement and Authorization For Medical Treatment, Payment, And Release may be executed in any number of counterparts. Each document shall constitute a single instrument and each signature and document shall be deemed a duplicate original when all counterparts are executed and combined. All signatures submitted by electronic means (such as PDF version), fax, shall be deemed the equivalent of original inked signatures.

**21. Entire Agreement.** This Agreement and the attached Exhibits, including the separately signed Arbitration Agreement and Authorization For Medical Treatment, Payment, And Release, represent the entire and integrated agreement between Participant and BJE related to the Program and supersede all prior understandings, negotiations, representations, or agreements, whether oral or written.

**22. Severability.** If any term, condition or provision of this Agreement or of the attached Exhibits is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

**23. Modification, Amendment, Waiver.** No modification or amendment of any provision of this Agreement shall be effective unless approved in writing and signed by Participant and BJE. The failure of Participant or BJE to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of either party thereafter to enforce each and every provision hereof in accordance with its terms.

SIGNATURE ON NEXT PAGE

**PARTICIPANT HAS READ THIS AGREEMENT, FULLY UNDERSTANDS ITS TERMS AND CONDITIONS, AND UNDERSTANDS THAT PARTICIPANT IS WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. PARTICIPANT ACKNOWLEDGES THAT HE/SHE/THEY IS SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY AND INTEND HIS/HER/THEIR SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

**Participant Elects to Participate in the Program Type selected below:**

Poland ONLY

**Participant Hotel Occupancy selected below:**

Shared Hotel Room

Single Occupancy

**Participant:**

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Print Name

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Signature

Date

**PARTICIPANT MUST RETURN THIS FULLY EXECUTED AGREEMENT TO BJE IN PERSON, BY MAIL OR EMAIL:**

Builders of Jewish Education  
ATTN: Miriam Prum Hess  
6505 Wilshire Blvd, Suite 300  
Los Angeles, CA 90048  
EMAIL: MPrumHess@bjela.org

**EXHIBIT A**

**BJE MARCH OF THE LIVING  
PROGRAM TYPES, DATES, FEES AND PAYMENT SCHEDULES  
PLEASE READ CAREFULLY**

<b>PROGRAM FEES FOR SHARED HOTEL ROOMS</b>						
<b>Program Type</b>	<b>Program Fee for Shared Hotel Room</b>	<b>Start Date</b>	<b>End Date</b>	<b>Application Fee Due October 20, 2023**</b>	<b>Payment Due December 11, 2023</b>	<b>Payment Due January 15, 2024</b>
Poland and Israel	\$9,935.00	May 3, 2023	May 15, 2024	\$1,500.00	\$4,217.50	\$4,217.50
Poland ONLY	\$5,450.00	May 3, 2023	May 9, 2024	\$1,500.00	\$1,975.00	\$1,975.00
Israel ONLY	\$5,435.00	May 9, 2023	May 15, 2024	\$1,500.00	\$1,967.50	\$1,967.50
Poland, plus flight to Israel	\$5,875.00	May 3, 2023	May 9, 2023	\$1,500.00	\$2,187.50	\$2,187.50

<b>PROGRAM FEES FOR SINGLE OCCUPANCY HOTEL ROOMS</b>						
<b>Program Type</b>	<b>Program Fee for Single Occupancy Hotel Room</b>	<b>Start Date</b>	<b>End Date</b>	<b>Application Fee Due October 20, 2023**</b>	<b>Payment Due December 11, 2023</b>	<b>Payment Due January 15, 2024</b>
Poland and Israel	\$12,485.00	May 3, 2023	May 15, 2024	\$1,500.00	\$5,492.50	\$5,492.50
Poland ONLY	\$6,500.00	May 3, 2023	May 9, 2024	\$1,500.00	\$2,500.00	\$2,500.00
Israel ONLY	\$6,935.00	May 9, 2023	May 15, 2024	\$1,500.00	\$2,717.50	\$2,717.50
Poland, plus flight to Israel	\$6,925.00	May 3, 2023	May 9, 2023	\$1,500.00	\$2,712.50	\$2,712.50

**\*\*Application Fee After October 20, 2023:** After October 20, 2023, the total Program Fee will increase by \$400 for all Program Types. In the event there is space available and the Applicant submits

the Application, the Application Fee, and this Agreement after October 20, 2023, the Application Fee shall be \$1,900 to accommodate the increased Program Fee. The two remainder payments will be applicable as described above.

**Pre-Payment:** Participant may elect to pay the full balance of the Program Fee at any time prior to the Payment Due date.

**Form of Payments:** Participant may make payments by mailing a check to BJE Adult MOTL, 6505 Wilshire Blvd, Suite 300, Los Angeles, CA 90048 or paying by credit card or electronic check through the online invoicing portal.

**Participant Initials:** \_\_\_\_\_

**EXHIBIT B**

**BJE MARCH OF THE LIVING CANCELLATION & REFUND POLICY – PLEASE READ CAREFULLY**

Please carefully review the cancellation/refund calendar. BJE makes non-refundable payments on behalf of Participants to IMOTL, starting in late 2023. The cancellation/refund schedule is applicable to all Participants, regardless of the reason for withdrawal/cancellation.

**Cancellation by Participant**

Participants that cancel or withdrawal from the Program must do so in writing. A partial refund of the Program Fee will be provided by BJE based on a sliding scale as outlined below. In addition to the amounts outlined below, BJE will withhold any payments made by BJE on behalf of Participant that are not returned or are non-refundable from IMOTL or any other vendor related to the MOTL Program. Participant acknowledges and understands that amounts BJE withholds from the Program Fee that are not returned or are non-refundable from IMOTL or any other vendor related to the MOTL Program may be substantial and may result in little to no refund of the Program Fee depending on the date of cancellation. **Cancellations must be submitted in writing to Miriam Prum Hess at MPrumHess@bjela.org and will be effective upon receipt.**

<b>Date BJE Receives Cancellation:</b>	<b>AMOUNT WITHHELD FROM THE APPLICATION FEE OR PROGRAM FEE FOR SHARED HOTEL ROOMS</b>			
	<b>Poland and Israel</b>	<b>Poland ONLY</b>	<b>Israel ONLY</b>	<b>Poland, plus flight to Israel</b>
On or before December 13, 2023	Entire Application Fee of \$1,500.00 or \$1,900			
December 13, 2023 – December 30, 2023	25% of the applicable Program Fee	The higher amount of the applicable Application Fee (\$1,500.00 or \$1,900) or 25% of the applicable Program Fee		
December 31, 2023 – January 30, 2024	50% of the applicable Program Fee			
January 31, 2024 – February 24, 2024	75% of the applicable Program Fee			
On or after February 25, 2024	<b><u>ENTIRE PROGRAM FEE WILL BE WITHHELD.</u></b> <b><u>No refund will be issued</u></b>			

**Participant Initials:** \_\_\_\_\_

## EXHIBIT C

### BJE MARCH OF THE LIVING TRAVEL INSURANCE – PLEASE READ CAREFULLY!

#### HEALTH INSURANCE:

Health insurance is required to participate in the Program. Health insurance must provide adequate coverage for expenses related to any injury or illness that Participant may sustain or experience during the Program. The health insurance secured for Participant must cover both emergency and/or routine medical services overseas, and payments to medical care providers directly. Neither BJE nor IMOTL will be in a position to pay for, incur or cover any medical (route, emergency or otherwise) or quarantine related expenses or costs on behalf of Participant.

#### TRAVEL INSURANCE:

Travel insurance is strongly encouraged for the Program.

#### CANCELLATION INSURANCE

IMOTL and BJE also strongly suggest that Participant purchase third-party cancellation insurance to protect against loss from cancellation occasioned by unforeseen situations that do, from time to time, arise.

#### Some insurance companies that families have used in the past include:

Company	Website
Allianz Travel	<a href="http://allianztravelinsurance.com/">http://allianztravelinsurance.com/</a>
April Travel Protection	<a href="https://www.insuremytrip.com/travel-insurance-providers/april-travel-protection/">https://www.insuremytrip.com/travel-insurance-providers/april-travel-protection/</a>
Berkshire Hathaway	<a href="https://www.bhtp.com/">https://www.bhtp.com/</a>
Travel Defend	1-800-578-2871 and <a href="https://traveldefend.com">https://traveldefend.com</a>
Travel Guard	<a href="https://travelguard.com/">https://travelguard.com/</a>
Trawick International	<a href="https://www.trawickinternational.com/">https://www.trawickinternational.com/</a>
WanderWell	<a href="https://www.motl.gowanderwell.com">https://www.motl.gowanderwell.com</a> (Multiple delegations are using this company, and the company is developing a package specifically for March of the Living participants)

Participant Initials: \_\_\_\_\_

## **EXHIBIT D**

### **BJE MARCH OF THE LIVING IMMUNIZATION POLICY – PLEASE READ CAREFULLY**

#### **PLEASE CONTACT MIRIAM PRUM HESS WITH ANY QUESTIONS.**

BJE’s main responsibility is to the health and safety of the Participants during the Program. BJE also takes the health and safety of those with whom the Participants interact very seriously. In a setting such as the Program, where participants from communities around the world will interact with one another in international settings, this type of protection is imperative.

Participants must comply with the vaccinations requirements of the governments of the countries visited during the Program. BJE strongly recommends COVID-19 boosters within six months of the start of the Program. Participants should consult with their physician to determine any additional vaccinations above those required by the governments for travel. If circumstances change prior to the start of the program, Participant understands and agrees that BJE may require additional vaccinations or boosters beyond the requirements provided by the governments of the countries at the time of Program.

**Participant Initials:** \_\_\_\_\_





## EXHIBIT F

### BJE MARCH OF THE LIVING ARBITRATION AGREEMENT – PLEASE READ CAREFULLY!

- A. Applicable Law:** This Arbitration Agreement shall be governed by federal law under the Federal Arbitration Act (“FAA”).
- B. Binding Arbitration:** To the fullest extent permitted by law, all disputes between Participant and his/her/their attorneys, successors, and assigns and BJE and its current and former affiliates, volunteers, directors, officers, supervisors, managers, employees, agents, successors, and assigns, relating in any manner whatsoever to Participant’s participation in the Program, including, without limitation, all disputes arising under this Agreement, (“Arbitrable Claims”) shall be resolved solely by final and binding arbitration under the FAA before a single neutral arbitrator. Participant and BJE (collectively referred to as the “Parties”) hereby knowingly and intentionally waive any right they may otherwise have to trial by jury or court of such claims or disputes. The arbitrator shall determine all challenges to the legality or enforceability of this Arbitration Agreement. Any arbitration shall take place in Los Angeles County, California. The initiation, existence, and outcome of any arbitration—including without limitation any material filed with the arbitrator, the contents of all depositions or testimony, all documents produced during the course of the arbitration, any written decision, and any remedy imposed or damages awarded by the arbitrator—shall remain confidential, except to the extent that disclosure to third parties is necessary for either party to present his or her or its case, including but not limited to, investigating, gathering evidence and conducting discovery. The Parties agree that this waiver of any right they may otherwise have to trial by jury or court of such claims or disputes, applies to and waives any right to participate as a representative or member of any class of claimants. This Arbitration Agreement is attached and incorporated into the General Participation Agreement. The provisions of this Exhibit will survive the expiration or termination of the General Participation Agreement.

Within 30 days after written demand for arbitration, the Parties shall select a single neutral arbitrator by any method mutually agreed or, if the Parties cannot agree, then in accordance with the then existing JAMS Comprehensive Arbitration Rules & Procedures (<https://www.jamsadr.com/rules-comprehensive-arbitration/>). A hardcopy of the JAMS arbitration rules is also available for review upon request to Lauren Adelson.

The arbitrator shall have the power to control discovery, to award reasonable attorneys’ fees and costs to the prevailing party where permitted by law, and to make all other determinations that the Parties’ mutual agreement or the then-existing JAMS Rules may permit. To the extent permitted by law, the arbitrator shall also have the power to award reasonable attorneys’ fees and costs to the prevailing party in any action to enforce the Arbitration Agreement, including but not limited to those attorneys’ fees and costs associated with the filing of a petition to compel arbitration in civil court. The arbitrator may not award attorney’s fees prohibited by applicable law. Any court of competent jurisdiction shall, upon the petition of any party, confirm the award of the arbitrator and enter judgment in conformity therewith. Any such judgment shall be final, binding and non-appealable. In the event that multiple claims are asserted, some of which are found not subject to this Arbitration Agreement, the Parties agree to stay the proceedings related to the claims not subject to this Arbitration Agreement until all the claims subject to this Arbitration Agreement are resolved in accordance with this Arbitration Agreement. In the event that claims are asserted

against multiple parties, some of whom are not subject to this Arbitration Agreement, the Parties agree to sever the parties not subject to this Arbitration Agreement and to resolve all claims between the Parties subject to this Arbitration Agreement in accordance with this Arbitration Agreement. BJE reserves the right to waive or assert rights and remedies in its sole discretion. If any aspect of this Arbitration Agreement provision is found by an arbitrator or a court to be incomplete or unlawful, then that determination will not render any other portion of the provision invalid or unenforceable, and the balance of the provision shall remain in full force and effect. In addition, the Parties authorize the arbitrator or court to add to or revise (“blue pencil”) the language of this Arbitration Agreement in order to make the provision complete and lawful, so as to effectuate to the maximum extent possible the Parties’ mutual intent to have all disputes subject to this Arbitration Agreement be resolved solely by final and binding arbitration.

PARTICIPANT ACKNOWLEDGES THAT PARTICIPANT HAS HAD THE OPPORTUNITY TO CONSULT LEGAL COUNSEL IN REGARD TO THIS ARBITRATION AGREEMENT, THAT PARTICIPANT HAS READ AND UNDERSTANDS THIS ARBITRATION AGREEMENT, THAT PARTICIPANT IS FULLY AWARE OF ITS LEGAL EFFECT, AND THAT PARTICIPANT HAS ENTERED INTO IT FREELY AND VOLUNTARILY AND BASED ON PARTICIPANT’S OWN JUDGMENT AND NOT ON ANY REPRESENTATIONS OR PROMISES OTHER THAN THOSE CONTAINED IN THIS ARBITRATION AGREEMENT.

Participant:

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Print Name

Signature

Date