

March of the Living Terms of Participation Policy

As a condition of participating in the March of the Living Program (“Program”) through Broward Delegation, _____ (“Participant” or “you” or “your”), by signing below, acknowledge that you have reviewed and hereby accept the terms and conditions of this March of the Living Participation Policy (“Policy”), effective the date this Agreement is signed below (“Effective Date”).

1. Assumption of Risk

- a. **Health Risks**: By signing this Policy, you acknowledge that you are aware of the existing risks of travel worldwide, in addition to recognizing the current inherent adverse health risks, including death, associated with the COVID-19 virus and other diseases.
- b. **Other Risks**: By signing this Policy, you acknowledge that you are aware of the existing risks of travel to Poland and Israel, including risks associated with your safety and security. You understand that there are risks associated with your participation in the Program, including without limitation risks associated with general touring activities, outdoors activities, overnight stays, transportation, and travel as well as increased security and safety risks in Poland and/or Israel due to the prevalence of crime, political conflict, and limited availability of medical facilities that meet standards to which you may be accustomed. You acknowledge that the nature of the Program may expose you to hazards or risks that may include, but are not limited to, property damage and loss, death, or injury by accident, disease, war or terrorist acts.
- c. **Compliance**: You agree to comply with all governmental and program-enforced health laws and regulations, including but not limited to vaccination, masking, social distancing and quarantine requirements, whether imposed by the Delegation, MOTL, federal and local governments, all countries that you will visit on the Program, airlines, charter bus companies, hotels, restaurants, historical sites and other business or government entities included in the Program itinerary. Any failure by you to uphold any of the laws, regulations or policies governing the Program will result in your immediate disqualification from the Program without any refund from the Delegation or MOTL and you will be required to arrange for your immediate return home at your own cost and expense. MOTL and the Delegation reserve the right to establish and strictly enforce these, and any additional policies they see fit, applicable to participants that ensures compliance with all relevant legal and business requirements and policies, that enables a seamless traveling experience for all delegations and that provides for the safety and wellness of all participants.

2. Cancellation Policy

- a. Individual Cancellation: By signing this Policy, you acknowledge that you have received and reviewed the Delegation's cancellation and refund schedule ("Delegation Cancellation Policy") and understand that, in the event you decide not to participate or are unable to participate on the Program for any reason, including for contracting COVID-19, and/or any other sickness, before Program Start Date or during the Program, you may be responsible for up to the full cost of the trip, in accordance with the financial penalty schedule set forth therein.
- b. Travel Insurance: **As you may be responsible for up to the full cost of the Program in the event you decide not to participate or are unable to participate on the Program for any reason, the Delegation and MOTL strongly recommend that you purchase third party trip cancellation and interruption insurance. If you do not purchase the recommended third-party trip cancellation insurance, you may be responsible for up to the full cost of the trip, in accordance with the financial penalty schedule set forth in the Delegation Cancellation Policy.**

3. Food Allergies, Medical Contingencies and Consent to Treat

- a. Dietary: You understand that you are solely responsible for providing the Delegation and MOTL with all relevant dietary and medical considerations pertaining to your well-being through the designated forms. You understand that Delegation will make a good faith effort to ensure that food is available on the Program that is consistent with any special dietary considerations you have specified *but not all dietary restrictions can be accommodated and that you are nonetheless solely responsible for food that you consume*. Further, you understand that neither the Delegation nor MOTL can guarantee an environment accommodating you if you have an airborne food allergy.
- b. Confirmation of Health: You understand that participation in the Program can be physically challenging, can involve irregular sleeping and eating schedules and may cause mental stress or emotional challenges. You have consulted with a physician and have been advised that you are in good health. You do not suffer from any illnesses, conditions or disabilities that would make participation in the Program unwise, harmful or dangerous to yourself or others.
- c. Medication: If medication is required while under the auspices of the programme, it is advisable that Participants travel with a written prescription for each medication. Since medication is often not available under the same trade name as in the country of origin, the full pharmacological name of all medicines and drugs should be supplied. In any event, Participants should bring an extra supply of the required medicine with them and it is recommended that all medication is carried in hand luggage where possible.

- d. Illness During Program: You agree that, if you become ill or incapacitated, the Delegation or MOTL may take any action at your own expense it deems necessary for your safety and well-being, including securing medical treatment and making arrangements for transporting you home. You understand that in such instances you 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 your sole responsibility. You further give permission for the Delegation, or MOTL, to inform your next of kin/emergency contact as defined in your Application Form with any concerns they may have about your physical or mental well-being.
- e. Standards of Care: You understand that the provision of available healthcare services in Poland and Israel may not meet the standards to which you are accustomed. You further understand that in the event you need medical care, you may be taken to and receive care from local clinics at the sole discretion of the Delegation or MOTL staff. In some instances, healthcare facilities expect upfront payment. You understand that you are responsible for all such payments, whether upfront or otherwise, and you have been advised that you should have access to travelers' checks or a credit card at all times while in such countries in case of a medical emergency.

4. **Other Provisions**

- a. Security: You understand, acknowledge and will abide by any and all security precautions and instructions from our security personnel.
- b. Data Release: Participant consents to the collection, storage, maintenance and use for communications purposes by the Delegation and IMOTL, any such additional information the Delegation and IMOTL may request or which Participant provides, which shall include at the very least the following information for each participant:
 - i. Full Name;
 - ii. Address;
 - iii. Primary Phone Number;
 - iv. Primary Email Address;
 - v. Date of Birth;
 - vi. Passport Number and Country of Issuance;
 - vii. Emergency Contact Name;
 - viii. Emergency Contact Phone Number;
 - ix. Emergency Contact Email Address;
 - x. Date of Signed Participation Policy;
 - xi. Date of Signed Insurance Policy and Proof of Medical Insurance;
 - xii. Date of Signed Release; and
 - xiii. Dietary Preferences (cannot be guaranteed).
- c. Standing: It is agreed and understood by Participant, that MOTL, the Delegation 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 MOTL, the Delegation and/or Third Party Beneficiaries as designated by MOTL or the Delegation which include but are not limited to the MOTL, the Delegation and any designated Third Party Beneficiaries, shall have full standing to enforce this Policy and that any such enforcement shall be valid in the State of New York or in any jurisdiction which may hear a claim brought by Participant.

- d. Intellectual Property: It is agreed and understood that the International March of the Living, Inc. is the sole owner of the intellectual property and trademark rights to the name and/or logo of March of the Living, and that no use or reproduction of said logo will be made without the expressed written consent of MOTL.
- e. Property and Financial Responsibility: You understand that you will be required to pay for any damage you cause to property of others.
- f. Dispute Resolution: Any and all disputes between the parties arising out of or relating to this Policy, whether grounded in contract, tort or statutory law, shall be resolved exclusively by arbitration in New York. 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.
- g. Severability: If any provision of this Policy 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. Moreover, 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 Policy shall remain in full force and effect.

Signed:

Participant Signature

Participant Name (Printed)

Guardian Signature (if applicable)

Guardian Name (Printed)

Date

EXHIBIT D

March of the Living Health Insurance Policy

As a condition of participating in the March of the Living Program (“Program”) through Broward Delegation, _____ (“Participant” or “you” or “your”), by signing below, acknowledge that you have reviewed and hereby accept the terms and conditions of this March of the Living Health Insurance Policy, effective the date this Agreement is signed below (“Effective Date”).

- a. **Health Insurance:** All Participants must have health insurance in place to cover both emergency and/or routine medical services overseas, and which make payments to medical care providers directly. If you have health insurance in your home country, you must confirm that it covers both routine and emergency medical services that happen abroad. If your health insurance does not cover routine and emergency medical services that happen abroad, you must purchase a short-term supplemental travel health insurance policy that will cover the entire duration of the trip, from the date of departure from your home country to the date of return to your home country. This insurance should include, but not be limited to, medical treatment, both outpatient and inpatient, medications, procedures, physician visits, hospitalization/room and board, emergency local ambulance, durable medical equipment, urgent care clinic, walk-in clinic, mortal remains return. Mental health hospitalization coverage is also strongly recommended. The insurance must also cover the cost of quarantine, if necessary, including the cost of hotel stay, meals, the purchase of new flights, should they be needed etc.
- b. If you do not purchase the required health insurance, you will not be permitted to participate in the Program and you may be responsible for up to the full cost of the trip, in accordance with the financial penalty schedule set forth in the MOTL Individual Cancellation Policy.

The Delegation and IMOTL will not be in a position to cover the cost of any medical and quarantine related expense.

Signed:

Participant Signature

Participant Name (Printed)

Guardian Signature (if applicable)

Guardian Name (Printed)

Date

EXHIBIT E

March of the Living Release and Indemnification Agreement

As a condition of participating in the March of the Living program (“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 March of the Living Inc. d/b/a International March of the Living, a New York Not-For-Profit corporation and public charity under the Internal Revenue Code, (“IMOTL”), the Broward Delegation, 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, staff, members, principals, volunteers, donors, grantors, funders, participants, customers, invitees, independent contractors 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 Released Parties”), from any and all liability to me, all members of my family, my personal representatives, estate, executors, administrators, heirs, next of kin and successors and assigns for any and all claims and causes of action for loss of or damage to my property (either owned or rented by me), including negligence of the Released Parties and reasonable attorney fees, 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 Programs at any time after the execution of this waiver and release of liability.

In certain circumstances, it may be necessary to revise the routing of the itinerary. If due to such circumstances a change becomes necessary in the opinion of the Released Parties, the Released Parties will make reasonable best effort to ensure that hotels substituted shall be of reasonably similar quality as those listed in the itinerary. I agree the Released Parties assume no financial liability for any resulting losses, expenses, or inconvenience. No refunds will be made by the Released Parties for portions of transport, tours, rooms, or meals, and no credit can be allowed for unused accommodation. The Released Parties bear no responsibility, if any, for any losses attributable to any flights.

The Released Parties are not responsible for any damage or delay due to sickness, pilferage, labor disputes, machinery breakdown, pandemic, quarantine, government restraints, weather, war or other acts of Force Majeure, including those known to participant at the time of registration, or any other causes.

I bear sole responsibility for my baggage throughout the Program. Moreover, I agree that the Released Parties are not responsible for loss, theft or damage to baggage.

I am responsible for completing all forms and satisfying all requirements necessary to enter or exit any of the countries that I travel to or from to participate in the Program. In the event information I provide on any of these forms or in the event that my failure to satisfy requirements prevents my entry or exit from a country, the Released Parties are released from

any liability for any damages I may incur as a result and I understand that this may result in my immediate disqualification from the Program without any refund from the Delegation or IMOTL and I will be required to arrange for your immediate return home at your own cost and expense.

I understand that IMOTL is the umbrella organization that oversees administration of the Program strictly through its arrangements and agreements with vendors for the benefit of the Delegation and with the many delegations including Delegation. I acknowledge that IMOTL is not a party to this agreement and bears no responsibility to me, but IMOTL is a third-party beneficiary to this agreement and in that capacity is entitled to enforce all rights of the Delegation, including standing to enforce the terms of this agreement, and all benefits of my obligations hereunder to the fullest extent of the law.

Note: the Delegation requires that each student participant, regardless of age must personally sign this document. In addition, we require a signature by the parent/legal guardian for each minor. Thank you for your cooperation.

Signed:

Participant Signature

Participant Name (Printed)

Guardian Signature (if applicable)

Guardian Name (Printed)

Date

EXHIBIT E
March of the Living Photo Release

I hereby grant the permission, without reservation, to Broward Delegation and March of the Living Inc. d/b/a International March of the Living, a New York Not-For-Profit corporation and public charity under the Internal Revenue Code, (“IMOTL”) (collectively, the “Released Parties”), to take and to use photographs and/or sound/image recordings of me and/or my minor children, to describe and to use the same for promotion of good will, public education, and/or fundraising and other related activities of the Released Parties, and I waive any right to inspect or approve the photograph(s) or finished version(s) of works, including web site, incorporating the photograph(s).

I release the Released Parties, their officers, trustees, agents, employees, independent contractors, licensees and assignees (including photographers), from all claims that I may have or might have, for any cause of action arising out of taking and/or use of the photographs and/or any sound/image recordings, and/or description of the same, be it blurring, distortion, alteration, optical illusion, or use of composite form whether intentional or otherwise, that may occur or be produced in taking of photographs, or any processing toward the completion of the finished product, unless it can be shown that they and the publication thereof were maliciously caused, produced and published solely for the purpose of subjecting me to conspicuous ridicule, scandal, reproach, scorn and indignity.

I recognize that the Released Parties owns the copyright (or may apply for copyright) in their photographs and other works and creations, and I hereby waive any claims I may have based on any usage of the photographs or works derived there from in any form, whether it be printed, projected, televised or transmitted via the web, or/and at any time, be it in the present or in the future, including, but not limited to claims for either invasions of privacy or libel.

I am of full age and competent to sign this release or my parent or legal guardian has also signed this release. I (for myself or my minor child) agree that this release shall be binding on me and my and my minor children’s personal representatives, heirs, executors and assigns. I have read this release and I fully understand its contents.

Signed:

Participant Signature

Participant Name (Printed)

Guardian Signature (if applicable)

Guardian Name (Printed)

Date