

## DISCLAIMER

### DISCLAIMER, RELEASE AND INDEMNIFICATION OF HADASSAH:

By registering and participating in the "Hadassah Centennial Celebration Convention" and associated travel to, from and within Israel, including but not limited to pre and post convention extensions and events (the "Convention"), I (as used herein "I" includes myself, my family members, next of kin, heirs and representatives, agents, successors and assigns) agree to the following:

As used in this agreement, the term "Hadassah" includes Hadassah, The Women's Zionist Organization of America, Inc., Hadassah Medical Relief Association, Inc., Hadassah Office in Israel, Hadassah International, Ltd., and each of their affiliates, related entities, predecessors, officers, directors, employees, volunteers, members, agents and representatives and their successors and assigns.

If I am a United States citizen or resident, I acknowledge that I have read, and understand the contents of the current "Travel Warning" issued by the U. S. Department of State<sup>1</sup> dated June 22, 2011 to update information on the general security environment in Israel, Jerusalem, the West Bank, and the Gaza Strip and to reiterate threats to American citizens and US interests in those locations. Current information on travel and security in Israel, Jerusalem, the Gaza Strip, and the West Bank may also be obtained from the Department of State by calling 1-888-407-4747 within the United States and Canada, or, from overseas, 1-202-501-4444 and by visiting <http://travel.state.gov> and clicking on the International Travel Tab. The State Department's Office of American Citizens Services and Crisis Management (ACS) administers the Consular Information Program, which informs the public of conditions abroad that may affect their safety and security. Country specific information, Travel Alerts and Travel Warnings are vital parts of this program.

I understand that the current Travel Warning is subject to change at any time by the Department of State and my agreement to this Disclaimer, Release and Indemnification will remain in full force and effect in the event of any changes to the Travel Warning. Notwithstanding the Travel Warning, and the dangers it warns of, I have decided to participate in the Convention. I acknowledge I have also been advised to check any travel warnings issued by the United States Department of State to any other countries being visited prior to, during or after Convention (including, without limitation, Jordan).

If I am not a United States citizen or resident, I acknowledge that Hadassah has advised me to check any travel warnings to Israel issued by my own country.

I am familiar with and understand the activities involved in the Convention and I agree to be bound by all rules with respect to the Convention, now or hereafter established. I understand and agree that Hadassah acts only as agent for the Convention participants in making arrangements with third parties regarding the Convention. I acknowledge and affirm that, notwithstanding any security arrangements that may be made by Hadassah, Hadassah does not guarantee and is not responsible for my personal safety or the safety of my property while participating in the Convention or any Convention-related activities, including, but not limited to, airline travel, ground transportation, meals, lodging, and recreational activities. I further agree that Hadassah does not assume any liability in making the Convention arrangements and is not responsible for any delay, injury, accident, natural disaster, labor dispute, war, machinery breakdown, failure or difficult, government restraint, hostile act, terrorism, threat of terrorism, social unrest, local law, climatic conditions, abnormal conditions or developments, theft, illness, death, disease, damage or other cost, loss or expense of any nature whatsoever, arising directly, or indirectly out of the Convention or Convention arrangements, including but not limited to, that arising from Hadassah's negligence or the negligence of others. I further agree that Hadassah shall not be liable or responsible for breach of contract, failure to comply with the Americans with Disabilities Act or any intentional or negligent actions or omissions on the part of airlines, transportation operators, tour guides, hotels, restaurants, caterers, other suppliers, or other third parties or on the part of Hadassah, which results in any loss, damage, delay, inconvenience or injury to travelers or travelers' companions or group members. Hadassah is not responsible for loss or theft of, or damage to, luggage or property, for accidents en route, or for ill health that may require travelers to miss part of the Convention or to return home without your companions, family or group members. The tickets, coupons, tariffs, rules or contracts currently in use by any carrier, hotel, restaurant or other contractor rendering services shall constitute the sole contract between such contractor and traveler and Hadassah does not guarantee any rates, bookings, reservations, connections, scheduling or handling of baggage or other personal effects. All rights are reserved to adjust registration fees, costs or other expenses in

<sup>1</sup> This Travel Warning has changed several times over the past year, and it is always subject to change. The latest Travel Warning may be found at [http://travel.state.gov/travel/cis\\_pa\\_tw/tw\\_922.html](http://travel.state.gov/travel/cis_pa_tw/tw_922.html). Up-to-date information on security conditions can also be accessed at <http://usembassy-israel.org.il> or <http://jerusalem.usconsulate.gov>.

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connection with participating in the Convention at any time and to substitute accommodations and services of a similar category when deemed necessary. Itineraries and activities are subject to change without notice, and such substitution or withdrawal is not a basis for participant cancellation or refund. I further agree that I assume full responsibility for, and that Hadassah shall not be liable or responsible for, any personal travel outside of the Convention that I choose to partake in or any goods or services that I obtain from third party vendors prior to, during or after the conclusion of the Convention. I understand and voluntarily assume all risks, whether or not foreseeable, of attending the Convention, domestic and international travel and traveling to, from and during the Convention, including, in Israel and Jordan, including risks associated with my safety and security and/or risk that could result in damage or physical, emotional or psychological injury, illness, death, disease or other damage. I understand that the Convention may include certain vigorous activities and I am aware of, able to, and will take responsibility for placing upon myself appropriate physical limitations reasonably calculated to avoid illness or injury and I agree that Hadassah is not responsible for imposing such limitations. I understand and agree that Hadassah shall not be obligated to take special precautions or provide extra staffing for me. I acknowledge that Hadassah has advised me to purchase accident, baggage, and trip cancellation insurance to cover reimbursement for trip delay, missed connections, sickness, accident, medical expenses, lost baggage, personal effects, baggage, delay, etc., and if I already own such insurance or any other personal insurance, to check the terms of my insurance in light of this trip and any Travel Warning.

Hadassah reserves the right to decline to accept or retain any Convention participant at any time before or during the Convention, for any reason whatsoever, including failure to complete the Convention payment and registration forms in accordance with the published schedule, failure to comply with any rules or policies contained in the Convention registration forms or materials or otherwise hereafter established with respect to the Convention, including any security requirements, or in the event participants whose mental or physical condition or general behavior or deportment impedes the operation of the Convention or affects the rights, welfare or enjoyment of other Convention participants. I agree that no refund will be given if I am dismissed and/or otherwise removed from or leave the Convention for any reason (voluntarily or involuntarily) once the Convention has commenced and that I shall be responsible to pay any and all associated fees and expenses in connection therewith, including without limitation, return fare, shipping of baggage, or any and all damages caused by my actions or involving me.

I irrevocably grant to Hadassah and its licensees the right to use, photograph, videotape or audiotape my name, image, portrait, picture, photograph, voice or any statements used, made, taken or prepared in the course of my participation in the Convention, including those photographs I may provide to Hadassah, or any portion thereof, in any manner and in any and all medium for any advertising, trade, fundraising, promotional or other purposes, without approval or any compensation unless prohibited by law. I certify that I own or have the proper rights to use, transmit and share any photographs that I may provide to Hadassah for the purposes described in the preceding sentence. I agree that any photograph, image, likeness, portrait, picture, utterance or statement taken by Hadassah or its licensees shall be Hadassah's sole and exclusive property. I hereby release Hadassah from any and all liability in connection with the use of my name, portrait, picture, photograph, voice or statements as described in this paragraph.

The term "Claims" as used in this Disclaimer, Release and Indemnification shall mean any and all claims and liability of any kind whatsoever, past, present and future, both known and unknown, including those which have not yet arisen or matured, whether in law or in equity, arising from, related to, or in connection with the Convention, my participation in the Convention, travel to, from, during, before and after the Convention (including personal travel), my free time during the Convention, any medical advice, treatment or testing, medications, immunizations or vaccinations I may or may not receive, any actions taken in connection with security requirements, including searches of my person or property, my departure, withdrawal, or removal from the Convention, any communications or notices or lack thereof before, during or after the Convention, any anti-discrimination laws (including without limitation those protecting persons with disabilities), and regulations of any jurisdiction, any delay, property damage, loss or theft, any hostile act, government act or omission, terrorism, social unrest, local laws, climatic conditions, breach of contract, occurrence, accident, business interruption, machinery breakdown, visa, passport, vaccination or other entry requirement, substitution or change of hotels, transportation or other services, rates, bookings, reservations or connections, natural disaster, labor dispute, baggage and property handling, changes to or absence from the Convention program, any other conditions, developments or disruptions, any bodily, emotional or mental injury, illness, disease, or death, third party claims and all other claims, liability, damage, cost, loss or expense of any nature whatsoever, including but not limited to, claims for negligence or any intentional act on the part of Hadassah or any other person or entity.

## DISCLAIMER

In consideration of my acceptance to participate in the Convention, and by signing below, I, for myself, my next of kin, family members, heirs, representatives, agents, successors and assigns, hereby agree to:

(i) Release, waive and discharge Hadassah from any and all Claims; (ii) Covenant not to sue Hadassah with respect to any and all Claims; and (iii) Indemnify, defend and hold harmless Hadassah from any and all Claims and any and all liability, damage, cost, loss and expense (including attorneys' fees and expenses) arising from, related to, or in connection with:

(A) My acts and omissions and any involvement by me in the Convention and before, during and after the Convention; and

(B) Any and all Claims made at any time, past, present or future, by me, or any of my family members or any person to whom I am related by blood, adoption or marriage, or their heirs, representatives, agents, successors or assigns.

I agree that this Disclaimer, Release and Indemnification and any and all issues related to this Disclaimer, Release and Indemnification and/or the Convention are to be solely and exclusively governed by, and construed in accordance with the laws of the State of New York without giving effect to principles of conflicts of law. I agree that the State or Federal courts located in the State of New York shall have exclusive jurisdiction to determine disputes arising from, related to, or in connection with, or in any way involving the Convention or this Disclaimer, Release and Indemnification, including the applicability of this clause or the validity of this Disclaimer, Release and Indemnification, and I consent to the exercise by such courts of personal jurisdiction over me and waive and agree not to assert any objection or defense based on lack of personal or subject matter jurisdiction or venue. I agree to waive my rights, if any, to institute or prosecute suit in any forum other than the State of New York. I agree to pay all reasonable attorneys' fees and all other costs and expenses which may be incurred by Hadassah in the enforcement of or attempt to enforce this Disclaimer, Release and Indemnification, whether by action of law or otherwise. This Disclaimer, Release and Indemnification is intended to be as broad and inclusive as permitted by the laws of the State of New York in favor of Hadassah, and if any term or provision of this Disclaimer, Release and Indemnification is declared invalid by a court of competent jurisdiction, the remaining terms and provisions of this Disclaimer, Release and Indemnification shall remain unimpaired and in full force and effect. Failure by Hadassah at any time to enforce any obligation by me, to claim a breach of any term of this Disclaimer, Release and Indemnification or to exercise any power agreed to hereunder will not be construed as a waiver of any right, power or obligation under this Disclaimer, Release and Indemnification, will not affect any subsequent breach, and will not prejudice Hadassah as regards to any subsequent action.

I acknowledge that I have read and understand this Disclaimer, Release and Indemnification and that it shall be binding on me on behalf of myself, my family members, next of kin, heirs and representatives. This Disclaimer, Release and Indemnification, together with the registration forms, contains the entire agreement between the parties to this Disclaimer, Release and Indemnification. This Disclaimer, Release and Indemnification, together with the registration forms, supersedes any prior or contemporaneous agreements, understandings and negotiations regarding its subject matter.

Signature \_\_\_\_\_

Printed name \_\_\_\_\_

Date \_\_\_\_\_

Witnessed by:

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

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### Travel Warning

#### United States Department of State

#### Bureau of Consular Affairs

### ISRAEL, THE WEST BANK AND GAZA

June 22, 2011

The Department of State warns U.S. citizens of the risks of traveling to Israel, the West Bank, and the Gaza Strip, and about threats to themselves and to U.S. interests in those locations. The Department of State urges U.S. citizens to remain mindful of security factors when planning travel to Israel and the West Bank and to avoid all travel to the Gaza Strip. This replaces the Travel Warning issued August 10, 2010, to update information on the general security environment and to warn against participation in any attempt to reach Gaza by sea.

### The Gaza Strip and Southern Israel

The Department of State strongly urges that U.S. citizens refrain from all travel to the Gaza Strip. This recommendation applies to all U.S. citizens. U.S. citizens should be aware that as a consequence of a longstanding prohibition on travel by U.S. citizen employees of the U.S. Government into the Gaza Strip, the ability of consular staff to offer timely assistance to U.S. citizens there is extremely limited, including the provision of routine consular services.

The Israel Defense Forces (IDF) strictly controls the crossing points between Israel and the Gaza Strip. The security environment within Gaza, including its border with Egypt and its seacoast, is dangerous and volatile. U.S. citizens are advised against traveling to Gaza by any means, including via sea. Previous attempts to enter Gaza by sea have been stopped by Israeli naval vessels and resulted in the injury, death, arrest, and deportation of U.S. citizens. U.S. citizens participating in any effort to reach Gaza by sea should understand that they may face arrest, prosecution, and deportation by the Government of Israel. The Government of Israel has announced its intention to seek ten-year travel bans to Israel for anyone participating in an attempt to enter Gaza by sea. On May 31, 2010, nine people were killed, including one U.S. citizen, in such an attempt. The U.S. Embassy in Tel Aviv and the U.S. Consulate General in Jerusalem are not able to provide consular assistance in Gaza or on the high seas or coastal waters.

From December 27, 2008, through January 17, 2009, Israel conducted a military operation in Gaza. Israel and Hamas, a State Department-designated Foreign Terrorist Organization that violently seized power in Gaza in June 2007, declared separate truces to end the fighting. Small clashes continue to occur along the boundary of the Gaza Strip. Rockets and mortars are still fired into Israel from Gaza, and Israel continues to conduct military operations inside Gaza, including airstrikes. Israel has also declared an exclusion zone inside Gaza along its boundary with Israel and has taken lethal measures against individuals who enter it. The Rafah crossing between Egypt and Gaza is open, but it does not operate full time, and U.S. citizens are not always able to leave Gaza at a time of their choosing.

In the past, some rockets have traveled more than 40 km (24 miles) from Gaza and landed as far north as Yavne and Gadera and as far east as Beersheva. As a result of possible military operations by the Government of Israel in Gaza and the ever-present risk of rocket and mortar attacks into Israel from Gaza, U.S. government personnel travelling in the vicinity of the Gaza Strip boundary, to include the city of Sderot, require approval from the Embassy's Regional Security Office. U.S. citizens in the area should be aware of the risks and should take note of announcements by the Government of Israel's office of Homefront Command.

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### **The West Bank**

The Department of State urges U.S. citizens to exercise caution when traveling to the West Bank. Palestinian Authority (PA) security forces are now deployed in all major cities and other limited areas within the West Bank. As a result, violence in recent years has decreased markedly throughout the West Bank. Nonetheless, demonstrations and violent incidents can occur without warning. Vehicles have also been the target of rocks, Molotov cocktails and gunfire on West Bank roads. The IDF continues to carry out security operations in the West Bank. Israeli security operations, including incursions in Palestinian population centers, can occur at any time and lead to disturbances and violence. U.S. citizens can be caught in the middle of potentially dangerous situations. Some U.S. citizens involved in demonstrations in the West Bank have sustained serious injuries in confrontations with Israeli security forces. The State Department recommends that U.S. citizens, for their own safety, avoid demonstrations.

During periods of unrest, the Israeli Government sometimes closes off access to the West Bank and those areas may be placed under curfew. All persons in areas under curfew should remain indoors to avoid risking arrest or injury. U.S. citizens have been killed, seriously injured, or detained and deported as a result of encounters with Israeli operations in the West Bank. Travel restrictions may be imposed by Israel with little or no warning. Strict measures have frequently been imposed following terrorist actions, and the movement of Palestinian Americans, both those with residency status in the West Bank or Gaza as well as foreign passport holders, has been severely impeded. Security conditions in the West Bank can hinder the ability of consular staff to offer timely assistance to U.S. citizens.

### **Jerusalem**

The Department of State urges U.S. citizens to remain vigilant while traveling throughout Jerusalem, including in commercial and downtown areas of West Jerusalem. Spontaneous or planned protests within the Old City are possible, especially after Friday prayers. Some of these protests have led to violent clashes. Travelers should exercise caution at religious sites on holy days, Fridays, Saturdays, and Sundays. Isolated street protests and demonstrations can also occur in areas of East Jerusalem, including around Salah Ed-Din Street, Damascus Gate, Silwan and the Sheikh Jarrah neighborhood. U.S. Government employees are authorized to visit the Old City from 5:00 a.m. to 10:00 p.m., but not between 11:00 a.m. and 2:00 p.m. on Fridays. The area of the ramparts on the city wall between Herod's Gate and Lion's Gate is off-limits to U.S. Government personnel at all times. The Sherover or Haas Promenade (scenic overlook) located in Armon Hanatziv is open to U.S. Government personnel during daylight hours only. Official personnel and their family members are prohibited from using public buses and bus terminals or stations.

### **Travel Restrictions for U.S. Government Personnel**

Personal travel in the West Bank for U.S. Government personnel and their families is allowed for limited mission-approved purposes in the areas described below. They may travel to Bethlehem on weekends and holidays during daylight hours only and to Jericho on weekends and holidays; and transit through the West Bank using Routes 1 and 90 to reach the Allenby/King Hussein Bridge, or the Dead Sea coast near Ein Gedi and Masada. They also may travel north on Route 90 from the Allenby/King Hussein Bridge to the Sea of Galilee. Use of these routes is approved for transit purposes during daylight hours, with stops permitted only at roadside facilities on Highways 1 and 90. Personal travel also is permitted to Qumran National Park off Route 90 by the Dead Sea, and all areas south of Highway 1 and east of route 90 (Dead Sea area). Each transit requires prior notification to the Consulate General's security office.

U.S. Government personnel and family members are permitted both official and personal travel on Route 443 between Modi'in and Jerusalem without prior notification between the hours of 5:00 a.m. and 10:00 p.m. only. All other personal travel in the West Bank, unless specifically authorized for mission-approved purposes, is prohibited.

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### General Safety and Security

Israeli authorities remain concerned about the continuing threat of terrorist attacks. U.S. citizens are cautioned that a greater danger may exist around restaurants, businesses, and other places associated with U.S. interests and/or located near U.S. official buildings, such as the U.S. Embassy in Tel Aviv and the U.S. Consulate General in Jerusalem. U.S. citizens are also urged to exercise a high degree of caution and to use common sense when patronizing restaurants, nightclubs, cafes, malls, places of worship, and theaters, especially during peak hours. Large crowds and public gatherings have been targeted by terrorists in the past and should be avoided to the extent practicable. U.S. Government personnel have been directed to avoid protests and demonstrations and urged to maintain a high level of vigilance and situational awareness at all times. U.S. citizens should take into consideration that public buses, and their respective terminals are “off-limits” to U.S. Government personnel.

Two U.S. citizens were murdered in separate incidents while walking in the woods in the Beit Shemesh area near Jerusalem in the last 18 months. Israeli authorities characterized the murders as terrorist attacks.

A bomb blast near the Central Bus Terminal in Jerusalem on March 23, 2011 injured several U.S. citizens.

In the Golan Heights and West Bank, there are live landmines in many areas and visitors should walk only on established roads or trails.

### Entry/Exit Difficulties

U.S. citizens planning to travel to Israel or the West Bank should read carefully the detailed information concerning entry and exit difficulties in the Country Specific Information sheet. U.S. citizens in Israel, the West Bank, and the Gaza Strip are strongly encouraged to enroll with the Consular Sections of the U.S. Embassy in Tel Aviv or the U.S. Consulate General in Jerusalem through the State Department’s Smart Traveler Enrollment Program (STEP). Occasional warden messages issued by the Embassy and the Consulate General are e-mailed to registered U.S. citizens and are posted on State Department websites to highlight time-sensitive security concerns.

U.S. citizens who require emergency services may telephone the Consulate General in Jerusalem at (972) (2) 630-4000, after hours (for emergencies): (972) (2) 622-7250, or the Embassy in Tel Aviv at (972) (3) 519-7575, after hours (for emergencies): (972) (3) 519-7551.

Current information on travel and security in Israel, the West Bank, and the Gaza Strip may be obtained from the Department of State by calling 1-888-407-4747 within the United States and Canada, or, from overseas, 1-202-501-4444. For additional and more in-depth information about specific aspects of travel to these areas, U.S. citizens should consult: the Country Specific Information for Israel, the West Bank and Gaza; and the Worldwide Caution. These along with other Travel Warnings, Travel Alerts and Country Specific Information are available on the Department’s Internet website. Up-to-date information on security conditions can also be accessed at <http://usembassy-israel.org.il> or <http://jerusalem.usconsulate.gov>. Follow us on Twitter and the Bureau of Consular Affairs page on facebook as well.