

RELEASE AND WAIVER

Note to Participant: By signing this Release and Waiver (the “Agreement”), you will waive certain legal rights including the right to sue. Please read carefully before you sign this Agreement. You may not participate until you have signed and submitted this Agreement.

TO: Jewish National Fund of Canada Inc. (“JNF Canada”)

RE: JNF/Adath Israel Mission to Israel – May 13-22, 2024

JNF Canada and its intermediaries have organized a mission to Israel on May 13-22, 2024 (the “**Mission**”). Although the itinerary of the Mission may change (in JNF Canada’s sole discretion), it is expected to include visits to and volunteer work in kibbutzim and other communities that have been, and could be, subject to terrorist attacks, that are adjacent to ongoing military operations, and where the security situation is unpredictable.

In consideration of my participation in the Mission, and for other good and valuable consideration, I acknowledge and agree as follows:

1. I acknowledge and understand that, as a result of my participation in the Mission, I will be engaging in activities that involve risk of damage to personal property or serious bodily injury, including permanent disability and death, and severe social and economic losses which might result not only from my own actions, inactions or negligence, but the actions, inactions or negligence of others, the condition of the premises, roads, and other infrastructure, terrorist attacks, ongoing military operations, weather conditions, disease, or the use of any equipment during my participation in the Mission, and I further acknowledge that there may be other risks not known or not reasonably foreseeable as at the date of this signing this Agreement (collectively, the “**Risks**”). In this regard, I confirm that, prior to embarking on the Mission, I have been advised by the JNF Canada as to the nature of the activities in which I will likely be involved as a participant in the Mission.
2. I acknowledge and understand that the Government of Canada has issued a travel advisory recommending against non-essential travel to Israel. I have read or had an opportunity to read that travel advisory: <https://travel.gc.ca/destinations/israel-the-west-bank-and-the-gaza-strip>.
3. I voluntarily assume all of the Risks and accept personal responsibility for any and all loss, damage, expense (medical or otherwise) or injury, including death or permanent disability, that I may suffer, or that my heirs or next of kin may suffer, as a result of my participation in the Mission. I understand that the Risks simply cannot be eliminated without jeopardizing the essential qualities of the Mission’s activities.
4. I release, waive, discharge and covenant not to sue JNF Canada, its partners, officers, directors, employees, agents and representatives of such firms or their respective affiliates (collectively, the “**Releasees**”) from any and all liability to me, my heirs and next of kin for any and all claims, demands, losses or damages on account of injury, including permanent disability, death or damage to property (collectively, “**Claims**”) caused or alleged to be caused in whole or in part by the Releasees negligence, breach of any duty of care, including any statutory duty, breach of contract, or any other act of the Releasees as a result of or in connection with, the Mission.
5. I acknowledge that I am entering into this Agreement voluntarily and that in entering into this Agreement, I am not relying on any oral or written representations made by the Releasees with respect to the safety of participating in the Mission, other than what is set out in this Agreement.

6. I certify that I have adequate insurance to cover any injury or damage I may suffer or sustain while participating in the Mission. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity and that I am in appropriate and proper physical condition to participate in the activities which are part of the Mission.
7. This Agreement will be binding upon me and my heirs, next of kin, executors, administrators, assigns and representatives and will enure to the benefit of The JNF Canada and the other Releasees and their respective heirs, next of kin, executors, administrators, representatives, assigns, affiliates and successors. The JNF Canada is receiving the benefit of this Agreement as agent and trustee on behalf of each of the other Releasees and may enforce this Agreement on behalf of those Releasees.
8. I agree that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the Province of Ontario, and that if any provision of this Agreement is held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement will remain in full force and effect.
9. This Agreement will be governed by and interpreted in accordance with the laws of the Province of Ontario and I hereby submit to the non-exclusive jurisdiction of the courts of the Province of Ontario.
10. I have had sufficient opportunity to read this entire document and to obtain independent legal advice in relation to its contents and effect. I have read and understood this Agreement, and I hereby agree to be bound by its terms.
11. I agree that any dispute under this Agreement will be arbitrated, and the arbitration of any dispute shall be held in Ontario, Canada, conducted under Ontario Laws and in the English language before a single arbitrator, under obligation of strict confidentiality.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT this _____ day of _____, 20____ at _____

Participant (Print Name): _____

Address: _____

Telephone No: () ___ Cell No: ()

Signature of Participant

Witness as to Signature of Participant

Date: _____

Please check the appropriate boxes and initial that you have read the following questions:

	Yes	No	Initials
1. Do you read and understand English?	<input type="checkbox"/>	<input type="checkbox"/>	
2. Do you understand the purpose of this waiver?	<input type="checkbox"/>	<input type="checkbox"/>	
3. This event has inherent risks. Do you understand these risks?	<input type="checkbox"/>	<input type="checkbox"/>	
4. Are you willing to assume these risks?	<input type="checkbox"/>	<input type="checkbox"/>	

IF YOU HAVE CHECKED “NO” TO ANY OF THE ABOVE, PLEASE DISCUSS THIS WAIVER WITH JNF CANADA.

PARENTAL CONSENT FOR MINOR PARTICIPANT

I have read and understood the above waiver, release and indemnity, and have discussed the same with the minor person signing above. I am satisfied the minor understands the waiver and release and his/her obligations as set out. In consideration of the participation of my minor child/ward I too agree to waive, release and indemnify the Releasees in the terms set out above.

I am aware that by signing this agreement I am waiving substantial legal rights, which my minor child/ward and I, our respective heirs, executors, administrators and next of kin may have against the Releasees.

SIGNATURE _____

DATE: _____