



## JDC PROGRAMS GENERAL LIABILITY RELEASE AND PRE-TRIP ADVISORY

I, (the "Participant"), hereby confirm my desire to participate in KAHAL Global Campus Mallorca February 2025 (the "Program") organized by the American Jewish Joint Distribution Committee, Inc., its employees, officers, directors, agents, or representatives (collectively, "JDC").

As a condition of my participation in the Program, I agree to the terms and policies set forth herein and any and all rules and regulations of the Program, including relevant laws and regulations applicable in the location of the Country (together, the "Terms"). I am aware that these Terms may be changed at any time and will, as changed, be binding on me. JDC will notify me in the event of any significant material modifications to the Terms, and I acknowledge that my participation in the Program will be considered an acceptance of any such modifications. I understand that I will be bound by the Terms.

**Travel Documents.** I have or will secure, prior to my departure date, a valid passport that will be valid for at least six months after my return date and any other requested or required documentation, including a visa where necessary, that is valid for all activities related to the Program and all activities undertaken prior to or following the conclusion of the Program while on personal time, if any.

**Pre-and-Post Program and Personal Time.** I understand that JDC is not responsible or liable to me in any way should I extend my stay either prior to the start of the Program or following the conclusion of the Program, or should I undertake activities during the Program on personal time that are not organized by JDC.

**Code of Conduct.** I agree to abide and be bound by JDC rules and regulations for the conduct of Participants in the Program, particularly those relating to security and personal safety, including, without limitation, those stated herein. I agree to fully cooperate with all JDC and JDC-partner representatives. I agree to respect the property and privacy of others under all circumstances, to fully adhere to JDC's security guidelines, and to wear attire that is appropriate to the country of service. I further agree that if, at any time, a JDC-authorized representative should determine, in their sole and absolute discretion, that my conduct fails to comply with JDC Terms for the conduct of participants in the Program, or that my conduct has discredited the status or reputation of JDC, I will immediately return to my country of origin when directed to do so by JDC at my own expense.

**Medical Clearance.** To the best of my knowledge, I am in good health, do not suffer from any physical or mental ailment or disability that requires medical or surgical care or treatment, or that would make travel and/or participation in the Program hazardous, unwise or a potential source of danger to me or to others who may travel with or participate in the Program. Furthermore, I represent and warrant that to the best of my knowledge, I am not infected with nor exhibiting symptoms of COVID-19 or any other transmissible infectious disease. I further represent and warrant that I will not travel if, at the time of my departure, I (1) am infected with COVID-19 or any other transmissible infectious disease, (2) am experiencing symptoms of COVID-19 or any other transmissible infectious disease, (3) have been advised by a medical professional that I am at risk for severe disease related to COVID-19 or any other transmissible infectious disease, or (4) am subject to a quarantine order issued by any governmental or public health official. I agree that if any significant change concerning my health and medical condition should occur prior to my departure for the Program, I will inform JDC in writing. I understand that it is my responsibility to determine which medications or inoculations are recommended before, during, or after the Program. I understand that I am fully responsible at all times for my own health while participating in the Program.

Initial \_\_\_\_\_



**COVID-19 Assumption of Risks.** I understand that JDC is not responsible in any manner for any risks related to COVID-19 in connection with the Program. I understand that the World Health Organization has classified the COVID-19 outbreak as a pandemic and that at the time of this Program, the Program may involve travel to a destination identified by relevant governments as a high-risk travel destination or a destination to which travel should be avoided or postponed. I further understand that COVID-19 is a highly contagious and dangerous disease, and that contact with the virus that causes COVID-19 may result in significant personal injury or death. I am fully aware that participation in the Program (including any related travel) carries with it certain inherent risks related to COVID-19 transmission (“Inherent Risks”) that cannot be eliminated regardless of the care taken to avoid such risks. Inherent Risks may include, but are not limited to, (1) the risk of coming into close contact with individuals or objects that may be carrying COVID-19; (2) the risk of transmitting or contracting COVID-19, directly or indirectly, to or from other individuals including upon return from any travel; and (3) injuries and complications ranging in severity from minor to catastrophic, including death, resulting directly or indirectly from COVID-19 or the treatment thereof. Further, I understand that the risks of COVID-19 are not fully understood, and that contact with, or transmission of, COVID-19 may result in risks including but not limited to loss, personal injury, sickness, death, damage, and expense, the exact nature of which are not currently ascertainable, and all of which are to be considered Inherent Risks. I hereby voluntarily accept and assume all risk of loss, personal injury, sickness, death, damage, and expense arising from all such risks related to COVID-19. Furthermore, I undertake to comply with any and all COVID-19 related laws, restrictions and regulations, including any applicable quarantine, testing, and immunization requirements.

Due to variability in local vaccination rates and policies related to COVID-19, JDC is unable to confirm to participants that everyone they come in contact with throughout the Program will be vaccinated or that members of the community at a JDC site visit will be fully masked at all times.

**Insurance.** I understand that I will be covered by Cigna medical travel and Magnus emergency evacuation insurance provided by JDC (“Policies”) from the date the Program begins until the date the Program ends. I understand and agree that JDC will have no liability whatsoever in excess of the insurance coverage offered under the Policies and that JDC is not responsible for any medical care or hospitalization incurred prior to my departure or after my return to my home country, irrespective of whether I am travelling with JDC or separately to participate in the Program.

**Liability Release.** I agree that JDC will not be liable for any action taken or omitted to be taken by JDC in connection with or in any way related to the Program, my participation therein, or any travel related thereto. I understand and agree that to the extent there are risks or dangers known to JDC associated with the Program, JDC reasonably undertake to make me aware of such risks or dangers. However, I also understand and agree that JDC will not be responsible for the operation and management of any of the facilities which may be used or visited in connection with the Program or for the actions or inactions of any third parties, or for any damage or claim arising therefrom. I covenant not to sue in a court of law or equity or to otherwise pursue a legal action against JDC relating to any claims, losses, damages, costs, or expenses that may arise out of my participation in this Program. For the avoidance of doubt, I expressly agree not to sue JDC or bring any legal action against JDC for any claims, losses, damages, costs, or expenses arising from war zone-related risks encountered during the Program.

In case of medical or surgical emergency, I hereby make JDC my attorney-in-fact to select the medical professional to treat me, and I hereby agree that such medical professional may hospitalize or otherwise secure proper treatment for me including evacuation outside of the Program destination and may order



such treatment for me as is deemed necessary. I agree to bear all costs associated with such treatment and evacuation costs that are not covered by applicable insurance. I covenant not to sue in a court of law or equity or to otherwise pursue a legal action against JDC relating to any claims, losses, damages, costs, or expenses that may arise out of the choice of medical professional so selected.

**Voluntary Participation, Risks, and Pre-Trip Advisory.** I have decided to voluntarily participate in the Program and understand and agree to accept any and all risks associated with participating in the Program, including but not limited to damage to property, physical and/or psychological injury, illness, and death, and will not hold JDC responsible for any claims, losses, damages, costs, or expenses that may arise out of my participation in the Program. I acknowledge that activities during the Program may be subject to certain hazards and that by voluntarily participating in the Program and these activities I agree and understand the dangers and risks involved. I acknowledge that the Program may involve travel to areas of conflict and humanitarian crisis, and areas classified as war zones, and that additional inherent risks resulting from missiles, weapons of armed conflict, terrorism suicide bombers, violence, crime, civil unrest, sanctions, travel restrictions, border closures, health hazards, environmental hazards, poor infrastructure, or any other dangers or risks that may affect the Program, including my participation in the Program. I acknowledge that I have been given certain basic information in the Pre-Trip Advisory, including a proposed itinerary, regarding the conditions, dangers, and risks of participating in the Program that are known to JDC; and I have read and understood the information provided. I understand that the informational resources provided by JDC regarding travel and conditions in the Program location are offered as one resource only, and that the information does not purport to be complete or comprehensive. I am aware that there are inherent risks in travel related to the Program, and that the political, cultural, law enforcement, and health and safety environments in these countries may differ substantially from those in my home country. In addition to having read and understood the information, I, therefore, have researched and educated myself regarding specific risks related to traveling to the location of the Program and/or I have consulted with a travel expert. I agree that JDC reserves the right to make changes to the Program's itinerary (or to cancel or postpone its Program in part or whole) any time and for any reason, with or without notice. I understand and agree that should there be any such changes to the Program's itinerary, I will keep myself apprised of any updates to the information, and that in addition to having read and understood the updated information, I will research and educate myself regarding specific risks related to traveling to the location of the Program and/or I will consult with a travel expert based on any changes to the Program's itinerary. I voluntarily assume all of the above risks, including but not limited to those arising from the risks of armed conflict, civil unrest, political instability, heightened security threats, terrorism, and acts of war.

#### **Cancellation Policy.**

**I understand that Program participants are encouraged to obtain cancellation and/or travel insurance that will protect against potential losses.**

#### **General Missions**

1. I understand that if I cancel my participation, I may incur a loss of any payments and/or the assessment of administrative fees.
2. I understand and agree that in the event that JDC is forced to cancel all or part of the Program due to unforeseen circumstances beyond its control, including due to COVID-19, JDC will refund



all deposits and payments made relating to the Program, except that JDC will be under no obligation to effectuate a refund for deposits and payments made to third parties, which at the time of cancellation are deemed nonrefundable.

3. In all cases, exact cancellation fees and penalties that may apply to my Program will be determined if and when they arise.

**Indemnity.** I agree that JDC will not be liable for any action taken or omitted to be taken by any third party, including but not limited to physicians, sponsors or participants affiliated with the Program, in connection with or in any way related to the Program or my participation. I hereby release, indemnify, and agree to hold harmless, to the fullest extent permitted by law, JDC from and against any and all claims, losses, damages, costs, or expenses (including, without limitation, any claims, losses, damages, costs, or expenses arising out of the negligence or alleged negligence of any third party) in any way arising out of, connected with, or attributable to my participation in the Program or related to any claims, losses, damages, costs, or expenses that might result because of impacted travel, that may occur during or as a result of the Program (including, without limitation, any general medical treatment, or emergency medical treatment rendered to me in the event of need).

I further hereby release, indemnify, and agree to hold harmless, to the fullest extent permitted by law, JDC from and against any claims, losses, damages, costs, or expenses (including, without limitation, any claims, losses, damages, costs, or expenses arising out of the negligence or alleged negligence of any third party) in any way arising out of, connected with, or attributable to my conduct when I am not directly acting within the scope of the activities of the Program.

**Emergency Measures in War Zones.** I acknowledge that emergency measures, including evacuation procedures, shelter in place or in other shelters may be necessary in the event of heightened risks or unforeseen circumstances in a war zone. I consent to any such measures undertaken by JDC and agree to bear any costs associated with such emergency measures that are not covered by any applicable insurance.

**Governing Law & Severability.** This General Liability Release and Pre-Trip Advisory shall be governed by and construed in accordance with the laws of New York State, and any legal action arising under or in connection with this Release shall be filed exclusively in the state or federal courts located within New York County, New York State. **If any provision of the waiver is found to be invalid or unenforceable, the rest of the waiver remains in effect.**

**Data Privacy.** I understand that, in connection with my participation in the Program, JDC has or will collect personal data for the purpose of running the Program. I understand that JDC may have to transfer this personal data to third parties, including but not limited to hotels, tour guides, travel agencies, security personnel, medical personnel, and drivers, for the purpose of running the Program. I further understand that my personal data may be transferred to countries outside of my home country, where data protections may differ from the protections I am afforded in my home country.

**Media Policy.** I agree to abide and be bound by JDC's rules and regulations for the use of social media related to the Program. I further agree to consult with JDC prior to publishing any material/articles related to the Program and to allow JDC the opportunity to read and edit pieces prior to publication, or to prevent publication, in order to protect material that may be sensitive to the people whom we serve.



**Photo/Video/Image Release.** I agree and understand that my voice, name, and image may be recorded or photographed. I grant to JDC, and any and all of its affiliates, successors, licensees, and assigns, the universal and perpetual right to use, and to grant others the right to use, my actual or simulated likeness, photograph, voice, personal characteristics and other personal identification in all manner and media whatsoever in, and in connection with JDC's activities (including, but not limited to, websites, newsletters, brochures, and other publications, and for fundraising purposes). I acknowledge and agree that JDC shall be the exclusive owner of all rights in and to all photographs and/or recordings containing my voice, name, and/or image, taken or made in connection with the Program and to the extent I have any such rights, I grant to JDC any and all rights, including but not limited to all copyrights and other intellectual property, that I may have in and to any and all such photographs and recordings. I agree and understand that JDC may share such information as my name, passport information, email address, school, and/or hometown with its partners and funders in connection with the Program.

**Entire Agreement.** This Release constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements, whether oral or written, relating to the subject matter herein.

By signing below, I acknowledge that I have read, understood, and agreed to the terms of participation in the Program.

Name of Participant (please print): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**KAHAL Global Campus Mallorca February 2025  
Pre-Trip Advisory**

**Locations:** Spain: Mallorca

**Dates:** February 27<sup>th</sup>-March 2<sup>nd</sup>, 2025

**Planned Itinerary:**

- Dive into the heart of Palma’s rich culture and architecture while uncovering the story of the Chuetas—Mallorca’s crypto-Jewish community that kept its Jewish roots alive for centuries.
- Join young local Jews for an inspiring Sephardic-style Shabbat service at the local synagogue, followed by a lively Shabbat dinner.
- Walk through history with a tour of Palma’s Jewish landmarks. Learn about Mallorca’s vibrant Jewish past and its influence on the island’s present.
- Bond with new friends while learning to make a delicious traditional Mallorcan pastry, during an interactive cooking workshop!
- Whether you’re into shopping at local markets, chilling on the beach, or taking in stunning views from the Castell de Bellver, enjoy plenty of time to explore Palma’s vibrant scene at your own pace.

*Please note that JDC will advise of any changes in the itinerary.*

**Conditions** Throughout the Program, visited locations may have uneven or slippery surfaces, poorly maintained structures or other similar hazards.

**Resources**

**State Department Travel Information:** **Spain Travel Alert:** Updated on <https://travel.state.gov/content/travel/en/international-travel/International-Travel-Country-Information-Pages/Spain.html>

**State Department Smart Traveler Enrollment Program:** <https://step.state.gov/step/>

**CDC Travel Information:** **Spain Health information for Travelers:** <https://wwwnc.cdc.gov/travel/destinations/traveler/none/spain>

**Magnus Travel Information:** JDCentwine will provide a pre-trip advisory packet from our security firm Magnus Safety.