

As of 12-13-18

## 2019 Nachman Teen Leadership Israel Trip Terms and Conditions

I, as the parent or guardian and on behalf of my minor child, ("Camper"), understand, acknowledge and agree as follows:

1. NO REFUNDS WILL BE GRANTED FOR ANY REASON (INCLUDING CANCELLATIONS, POSTPONEMENTS, OR MODIFICATIONS AT ANY TIME AND FOR ANY REASON INCLUDING BUT NOT LIMITED TO MEDICAL, WEATHER, WAR, TERRORISM, CIVIL UNREST, CIVIL UPHEAVAL, INSTABILITY, TRAVEL ALERTS AND TRAVEL WARNINGS) after 12/14/18.
2. A \$500 deposit or, if applying for a scholarship, a \$100 deposit, per Camper, is due upon registration. Deposits become non-refundable and non-transferable on 12/15/18. Applications received after 1/4/19 must include a \$2,500 non-refundable, non-transferable deposit, or a \$1,500 non-refundable, non-transferable deposit, if applying for a scholarship. Applications received after 4/1/19 must be paid in full at the time of registration.
3. An additional \$2,000 non-refundable, non-transferable payment, or an additional \$1,000 non-refundable, non-transferable payment, if applying for a scholarship, is due 1/4/19. Failure to remit payment by 1/4/19 may result in the cancellation of your Camper's registration. A \$100 late fee will be assessed if payment is received after 1/4/19.
4. Applications and deposits do not guarantee a camper is registered for the program to which the Camper has applied. If we are unable to register a camper, a full refund will be provided.
5. The balance of camp fees is due in full by 4/1/19. Failure to pay in full by 4/1/19 will result in a \$100 late fee for each camper or result in the cancellation of your Camper's registration. Non-refundable fees are non-transferable. All cancellations or changes to programs requested by parent/guardian must be in writing.
6. Failure to complete scholarship forms by 11/30/18 may result in a cancellation of the Camper's registration.
7. As a condition of traveling, each camper participating in the Israel program is required to obtain trip cancellation and interruption insurance ("Travel Insurance") that includes emergency evacuation and cancel for any reason benefits. Tamarack Camps recommends procuring this Travel Insurance through Travel Insurance Center (Israel) (see <http://tamarackcamps.com/travel-insurance> for more information). Camper must complete the Trip Cancellation and Interruption Insurance Certification Form, along with proof that Travel Insurance has been secured, by submitting the certificate of insurance to Tamarack Camps with a PDF copy of the certificate of coverage within 30 days or registration. Any expenses related to cancellation, postponement, or modification of the trip, including those not covered under the Travel Insurance shall be the sole responsibility of the parent(s)/guardian(s) regardless of whether the same was caused by medical, weather conditions, war, terrorism, civil unrest, civil upheaval, instability, travel alerts, travel warnings, or other reason.

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8. A fuel surcharge may be imposed due to increased fuel costs, which will not exceed \$200 per participant. Notice of such surcharge will be given prior to 5/19/19.

9. Tamarack Camps reserves the right to cancel a program due to insufficient registration or as otherwise determined in its sole and absolute discretion. A full refund will be provided in the event of cancellation. Campers will be notified if a program has been cancelled for the reasons stated in this paragraph no later than 1/15/19.

10. If the Camper leaves the program early for non-medical or personal reasons, he/she is not permitted to return unless agreed to in writing by the Director, prior to the returning to camp.

11. There are no reductions, refunds, or reimbursements available from Tamarack Camps in the event the Camper arrives late or leaves early.

12. Tamarack Camps has the sole and absolute discretion, without providing advance notice, to (a) reject or dismiss a Camper, without refund, for any or no reason including, but not limited to, unsatisfactory conduct or any situation which impairs a Camper's ability to participate or may expose other Campers to risk, (b) alter/change a program or bunking arrangements, (c) search the personal property, belongings, and any hotel room or rest area of a camper at any time, and (d) cancel, postpone, or modify the trip for any reason and at any time. The undersigned shall be responsible for any and all costs incurred to send a Camper home or based on cancellation, postponement, or modification of the trip including, without limitation, travel expenses.

13. A Tamarack Camps Medical Form (signed by both (i) a physician and (ii) a parent or guardian) must be received by 5/1/19. I am required to provide medical certification that the Camper is physically, psychologically, mentally, emotionally, and/or medically fit to participate. I will fully disclose any and all previous or pre-existing physical, psychological, social, medical diagnoses, or medical episodes of the Camper on the Medical Form. I acknowledge that Tamarack Camps provides medical and hospitalization insurance for campers while in Israel through Levin Travel's insurance carrier, subject to the terms and conditions of Levin Travel's policy ("Levin Travel Medical Insurance"). I certify that the Camper has medical insurance independent of Levin Travel Medical Insurance. Any expenses and costs incurred that are not covered by Levin Travel Medical Insurance policy or the Camper's personal medical insurance policy shall be the sole responsibility of the parent(s)/guardian(s).

14. Tamarack Camps reserves the right, in its sole and absolute discretion, to inspect and confiscate unacceptable or unsafe items brought with or delivered to a camper which pose a safety, food allergy, or kashrut issue.

15. In the event of an emergency, medical or otherwise, and in the sole discretion of Tamarack Camps and its staff, Tamarack Camps has full authority and my consent to act on my behalf to respond to emergencies with medical or other intervention for the Camper without first contacting me, when necessary, in Tamarack Camps' best judgment. I understand that I am responsible for all costs relating to medical treatment of my Camper. I understand that my child(ren) must have health insurance in order to attend a Tamarack Camps summer program. I further permit and consent to Tamarack Camps providing local medical authorities with copies of the Camper's medical history in the case emergency treatment.

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16. My Camper's name, address, phone number, photograph, drawings, crafts, statements, video content, voice recordings and/or image may be used by Tamarack Camps and partner agencies of the Jewish Federation of Metropolitan Detroit, including camper directories emailed at the end of the summer or promotional and information purposes both during and after the summer. A camper's contact information is automatically included unless otherwise requested, in writing, by camper's parent/guardian.

17. The undersigned's exclusive method for resolving disputes hereunder shall be by arbitration in accordance with the Rules of American Arbitration Association (the "AAA") before 1 arbitrator designated by the AAA. The determination of the arbitrator shall be binding and final upon all parties. The award of the arbitrator may be filed with the Clerk of the Circuit Court for Oakland County, Michigan and judgment may be rendered by the court upon the arbitration award and execution may be issued upon the judgment. The exclusive venue and jurisdiction for any arbitration shall be in Oakland County, Michigan. Notwithstanding anything to the contrary, the liability of Tamarack Camps shall be limited to the program fee. All claims by the undersigned will be extinguished if not brought within 180 days following the incident giving rise to such dispute. The prevailing party in any dispute between the parties will be entitled to its costs and expenses including attorney fees, arbitration costs and all other costs associated with such action. Any claim by the undersigned, including but not limited to any claim for damages, amounts due, or for any other cause shall be brought in the undersigned's individual capacity as specified herein, and not as a plaintiff or class member in any purported class or representative proceeding.

18. My Camper agrees to the following "RULES OF BEHAVIOR" while at Tamarack Camps: No drugs, alcohol or smoking; no cell phones, knives or weapons; no bullying, swearing or stealing; no destruction of camp, staff, other Camper's, hotel's, or activity's property; no inappropriate or sexual behavior; appropriate clothing must be worn at all times; respect the camp environment and each other; eat healthy, drink enough fluids and take medication, if applicable.

19. I, the undersigned, am at least eighteen (18) years of age and I am fully competent. I have full legal power and authority to consent to the terms and conditions within this Release on behalf of the Camper.

20. My Camper is permitted and able to travel internationally if the specific Tamarack Camps program requires it. I am aware of the risks of travel to Israel and travel worldwide, including risks associated with the Camper's health, safety and security. These risks include, but are not limited to, property damage and loss, death or injury by accident, disease, terrorist acts, and military conflict. The Camper is voluntarily participating and the Camper and I have a full understanding of these risks. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by the Camper, or any loss or damage to property owned or brought by the Camper.

21. The Camper and I have read, or have had the opportunity to read, the current United States Department of State's Travel Warning for Israel, the West Bank and Gaza at <http://www.travel.state.gov> (the "Travel Warning"). I understand that Tamarack Camps' itinerary may make stops in geographic areas identified by the Travel Warning. I understand that in advance of the summer, I may periodically check the State Department's website to see if a new Travel Warning has superseded the current Travel Warning, which may either heighten or decrease

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the risk associated with travel to Israel, the West Bank and Gaza. I and the Camper desire to participate with full knowledge of the content of the Travel Warning as same may be updated or superseded.

22. The Camper and I acknowledge and agree that Tamarack Camps and Levin Travel, the Israeli co-sponsor of the program ("Levin Travel"), do not guarantee and are not responsible for the Camper's personal health or safety, or the safety of the Camper's personal property while participating in the program or any related activities, including, but not limited to, airline travel, ground transportation, meals, lodging and recreational activities, in either the United States, Israel, or any country the program travels.

23. I acknowledge and agree that Levin Travel's Medical Insurance does not cover continued treatment after the Camper's departure from Israel, may not cover every medical expense incurred while the Camper is in Israel, and specifically excludes prior or pre-existing conditions of the Camper. In the event that a medical expense of any kind arises while the Camper is in Israel, or any other country, which is not covered by Levin Travel's Medical Insurance, I agree and consent to indemnify Tamarack Camps for all expenses incurred on behalf of the Camper in full, without limitation.

24. In addition to the risks involved in international travel, and specifically those involved with travel to Israel and those risks for which I have assumed responsibility under these Terms and Conditions, the experience involves activities that come with additional risks and uncertainties which may include, but are not limited to, horseback riding, ropes course, rafting, biking, climbing, balancing, exercising, running, lifting, bending, zip lining, swimming, diving, land sports, boating, bus trips, extreme weather conditions, plants, insects, team activities, and rugged terrain. I assume these risks and agree to allow the Camper to participate in all Tamarack Camp activities, including all activities and trips not specifically identified on the itinerary. I hereby agree to release, indemnify, defend (including reasonable attorneys' fees and costs of a judgment/settlement) and hold harmless Tamarack Camps, officers, directors, agents and employees, and its respective subsidiaries, affiliates, predecessors, successors and assigns, and all of their respective past, present and future officers, directors, shareholders, trustees, employees, agents and contractors, and their respective heirs, executors, administrators and assigns, specifically Levin Travel as the Israeli co-sponsor, contractors, and vendors (collectively, the "Releasees"), from any and all liability for damage, injury, death or illness to and/or caused by the Camper or to his or her personal property that directly or indirectly relate to the Camper's experience, and from any and every claim, loss, cost, damage and expense arising from or by reason of any bodily injury, physical or psychological (including emotional trauma), death, illness or property damage resulting or alleged to result from any accident, incident, or other occurrence, whether based upon the negligence, emergency response, modification of itinerary, cancellation/postponement of trip, or breach of contract by, any Releasee or any other party for whose acts or omissions any Releasee may be responsible in law or in fact, or any other cause of whatever nature or principle of law, as a result of the Camper's participation or any activities in connection with Tamarack Camps.

25. This agreement contains the entire agreement between the undersigned and Tamarack Camps regarding the subject matter contained herein. This agreement supersedes any prior or contemporaneous agreements, statements, and understandings regarding the subject matter herein. This agreement shall be enforced and interpreted in accordance with the laws of the State of

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Michigan, and shall be as broad and inclusive as permitted by such laws. If any provision of this agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and legal effect. I have carefully read the foregoing provisions of this Release and understand its contents, and acknowledge that this is a release of liability, indemnification and hold harmless agreement and that all of the provisions are binding and constitute a fully enforceable contract between myself and Tamarack Camps, and that I have consulted, or have had the opportunity to consult, my own counsel as to its meaning and legal effect and I sign this Release voluntarily as my own free act and deed for full, adequate and complete consideration fully intending to be bound by same.