

**HEART TO HEART 2023**  
**PARTICIPANT COMMITMENT, RELEASE OF LIABILITY, WAIVER OF CLAIMS,**  
**ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

By signing this document, you will waive certain legal rights, including the right to sue.

**PREAMBLE**

The 2023 Heart to Heart Program (to be known as “the program”) to Ontario, Canada is an exceptional educational opportunity, but it is with potential risks, dangers, hazards and liabilities to all participants. These include, but are not limited to, personal injury, death, property damage, expense and other loss, delay or inconvenience and this trip's cancellation or curtailment. All persons taking part in this trip are required to accept these and other risks as a condition of their participation in this program. The risks set forth below are intended to enable participants to better understand the various risks involved in this trip.

**I. CONDITIONS OF PARTICIPATION**

1. I (name of participant), \_\_\_\_\_, hereby commit to participating in the program. My acceptance includes my commitment to following the Heart to Heart Code of Conduct.

2. I understand that I may be removed from the program without refund for the following, among other reasons:

- a) Having provided incorrect or false information regarding any portion of my application or information provided at any time during the application process;
- b) Failure to attend mandatory programs;
- c) Acts of harassment, violence or vandalism;
- d) Failure to comply with any rules or regulations imposed by Givat Haviva and Camp Shomria/Hashomer Hatzair Canada including, but not limited to, all terms and conditions of this Agreement.
- e) Failure to comply with the laws of the destination country.
- f) Engaging in consumption of illegal drugs or alcohol.
- g) Breaking the Heart to Heart Code of Conduct.

## **II. PHOTO/IMAGE RELEASE**

1. I hereby grant the permission, without reservation, to Heart to Heart to take and to use photographs and/or sound/image recordings of me, to describe and to use the same for promotion of good will, public education, and/or fundraising and other related activities of the trip, and I waive any right to inspect or approve the photograph(s) or finished version(s) of works, including website and social media, incorporating the photograph(s).
2. I hereby give the trip organizers permission to publish my name and information related to my participation in the program, in whole or in part, without compensation, on any pages of the partnering organizations websites, social media accounts, and in any promotional materials prepared for or on behalf of the trip organizers. I consent to being photographed, interviewed, podcasted, and/or videotaped by the trip organizers. Any information or media obtained from those activities may be reproduced by the trip organizers and/or the public media for use in further programs, advertising or publicity.

## **III. RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of the partner organizations allowing my participation in this program, I agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against the partner organizations, any of their employees, volunteers and independent contractors (all of whom are hereinafter collectively referred to as "the Releases").
2. TO RELEASE THE RELEASES from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of my participation in this trip due to any cause whatsoever.
3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASES from any and all liability for any damage to the property of, or personal injury to, any third party, resulting from my participation in this trip.

In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Releases, other than what it set forth in the Agreement.

**I CONFIRM THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT AND THAT I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE, WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASES.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Signature of participant: \_\_\_\_\_

Signature of legal guardian: \_\_\_\_\_

Witness signature (non-family member): \_\_\_\_\_

Witness name: \_\_\_\_\_