



## LIABILITY RELEASE

The participant and his/her parent/guardian named below (the Participant) understands that March of the Living Inc. d/b/a International March of the Living, a New York Not-ForProfit corporation and public charity under the Internal Revenue Code, ("IMOTL") is the umbrella organization that oversees administration of the program strictly through its arrangements and agreements with the many delegations including the Broward County March of the Living delegation of the Jewish Federation of Broward County (the Delegation). The participant acknowledges that IMOTL is not a party to this agreement and bears no responsibility for the delegation's obligations hereunder, but IMOTL is a third-party beneficiary to this agreement and in that capacity entitled to enforce all rights of the Delegation, including standing to enforce the terms of this agreement and all benefits of the participant's obligations hereunder to the fullest extent of the law

The Undersigned agree that the International March of the Living (IMOL) and/or their representatives shall have no liability for any damages, injuries and/or costs which you may incur for any reason, except as otherwise provided by this agreement or policy. You and all other persons or entities who could in any way represent you or act on your behalf, expressly and unconditionally release, forever discharge, covenant not to sue, hold harmless and agree to indemnify, defend, and hold IMOTL, the Delegation and/or all of their agents, staff, subsidiaries, members, officers, directors, principals, volunteers, donors, grantors, funders, participants, customers, invitees, employees, independent contractors, insurers, facility operators, lessors, land and/or premises owners, successors, assigns, and any and all other persons or entities acting in any capacity on behalf of IMOL, the Delegation and/or third party beneficiaries as designated by IMOTL or the Delegation (Released Parties), free and harmless from any and against all liability, charges, claims, costs and expenses of every kind and nature whatsoever including attorney's fees, in connection with the acceptance and your participation in the program. The foregoing release is without reservation of any kind. You agree that the Released Parties act only as independent contractors for various and independent suppliers of services in connection with its programs in making arrangements for accommodation, transport, meals, or any other service, and do not assume any liability whatsoever for any injury, inconvenience, expense, damage or loss of property, death, cancellation, change in itinerary, accident, irregularity or delay due to an act of negligence of, or default of, any hotel, carrier, restaurant, company or person rendering any of the services included in the program, or by an act of nature. You further agree that the Released Parties are not responsible for any damage or delay due to sickness, pilferage, labor disputes, machinery breakdown, pandemic, quarantine, government restraints, weather or any other causes. No responsibility shall be incurred by Released Parties for any additional expense, omissions, delays, re-routing or other acts of any government or other authority.

This release extends and applies to, and covers and includes, all unknown, unforeseen, unanticipated, and unsuspected injuries, damages, loss and liability, and the consequences thereof, occurring in connection with and/or in any way related to your participation in the program at any time after the execution of the Policy. The airline, steamship and railroad companies concerned are not responsible for any act, omission, or event, during the time passengers are not on board their planes or conveyances. The passenger contract issued by the airlines, steamship and railroad companies, when issued, shall constitute the sole contract between such companies and you. You also bear sole responsibility for your baggage throughout the Program. Moreover, you agree that the Released Parties are not responsible for loss, theft or damage to baggage. The right is reserved to withdraw any tour listed herein, and/or to make such changes in the Program as may be found desirable for the convenience, comfort and/or welfare of all participants and the proper carrying out of the Program, without any penalty to the Released Parties. Additional expenses, if any, will be borne by the Participant. In certain circumstances, it may be necessary to revise the routing of

the itinerary. If due to such circumstances a change becomes necessary in the opinion of the Released Parties, hotels substituted shall be of the same quality as those listed in the itinerary. You agree the Released Parties assume no financial liability for any resulting losses, expenses, or inconvenience. No refunds will be made for portions of transport, tours, rooms, or meals and no credit can be allowed for unused accommodation. The Released Parties bear no responsibility, if any, for any losses attributable to any flights that were not booked by the Released Parties. You are responsible for completing all forms necessary to enter or exit any of the countries that you travel to or from to participate in the Program. In the event information you provide on any of these forms prevents your entry or exit from a country, the Released Parties are released from any liability for any damages you may incur as a result and you understand that this may result in your immediate disqualification from the Program without any refund from the Delegation or IMOL and you will be required to arrange for your immediate return home at your own cost and expense.

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PRINT – NAME OF PARTICIPANT

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SIGNATURE – PARTICIPANT

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DATE