

AGREEMENT
TERMS FOR PARTICIPATION IN THE SAR-EL PROGRAM

Sar-El Canada is the Canadian representative of Sar-El. Sar-El is the Israeli sponsor and supplier of the Sar-El Work and Study Program (the "**Program**") in which volunteers work on an Israel Defence Forces base or at other locations in Israel. In Montreal, Sar-El Canada uses space provided by the Bronfman Israel Experience Centre (BIEC) but has no other affiliation with BIEC, with the Bronfman Jewish Education Centre (BJEC) or with FEDERATION CJA (FCJA).

I have received and read all materials provided to me by Sar-El Canada, including the rules, procedures, guidelines, terms and conditions of the Program. I hereby agree to follow all such rules, procedures, guidelines, terms and conditions, including those set out below, or such further rules that may be established by Sar-El Canada or Sar-El during my participation in the Program.

Terms and Conditions

- (A) Sar-El Canada offers the Program as the Canadian representative of Sar-El. In that capacity, Sar-El Canada acts only as an intermediary between the participant and the companies, directors, organizations, and suppliers of goods and services (all of the foregoing individually and collectively called the "**Suppliers**") for the Program. The liability of the Suppliers may be limited by law, tariffs, ticket, vouchers, or other documents.
- (B) Sar-El Canada and Sar-El reserve the right to cancel, alter, or modify any part of the Program in their sole and absolute discretion with or without prior notice.
- (C) Participants may be immediately dismissed from the Program in Israel for proselytizing, use of alcohol or drugs, leaving the IDF base (or other Program location) or off-base Program activity without prior notification and authorization, or other behavior incompatible with the standards reasonably expected of participants, including behavior deemed to be dangerous to persons, property, or security.
- (D) Dismissal from the Program will result in immediate removal from the IDF base (or other Program location), and the participant will be solely responsible for expenses incurred thereafter, including but not limited to lodging, transportation and meals. In addition, Program fees paid will not be refunded.
- (E) Some travel at or near the international boundaries of the State of Israel may be in non-scheduled and non-commercial aircraft or other means of land or air transport and may include travel and meetings within internationally disputed areas and the Participant's life, medical, travel or other insurance may not provide coverage for loss, damage, injury, or death in these circumstances.
- (F) I affirm that I have no intention of serving in, joining, or swearing allegiance to the Israeli Defence Forces, and that I am participating as a civilian volunteer.
- (G) In the event a Participant is dismissed from the Program or voluntarily leaves the Program, any obligations that Sar-El Canada and Sar-El may have under this Agreement or arising from that person's participation in the Program shall immediately cease. The Waiver, Release and Indemnification provided herein shall survive the termination of this Agreement

Waiver, Release and Indemnification

I HEREBY AGREE to participate in the Program upon the express understanding and condition that:

1. I am at least 18 years of age.
2. I have been advised that the Program may call at times for vigorous exertion and physical effort under spartan living conditions. I declare that I am in good physical condition and in good mental health, physically capable of participating in this Program, and have consulted and obtained confirmation of such from my personal physician or other health authority before agreeing to participate in this Program. I have submitted my signed Medical Certificate which fully and accurately sets out any relevant medical conditions to the best of my knowledge.

Sign here _____ and continue on p2
participant

3. I hereby authorize Sar-EI Canada Sar-EI and any person who is in custody of my medical records to release those records to the appropriate medical personnel in Israel. Sar-EI Canada and Sar-EI undertake to seek and release such records only where this reasonably appears to be in my medical interest.
4. I understand that I may be responsible for the cost of any medical attention or treatment or related services that I may require while on the Program. I will carry, at my expense, adequate health insurance. It has been recommended, but not required, that I carry travel insurance. **I am fully aware that provincial health insurance and some private insurance plans do not provide full coverage outside of Canada.**
5. I recognize that there are inherent risks in participating in the Program and I hereby expressly assume the risk for all losses, illness and injury that may result from my participation. In consideration for acceptance of my application in the Program and the substantial organizational and other benefits provided to me by Sar-EI Canada and Sar-EI, I hereby expressly waive for myself, my heirs and assigns any and all claims, costs, liabilities, defences or judgments including legal fees and court costs (herein after collectively referred to as claims) against Sar-EI Canada or Sar-EI, BIEC, BJEC and FCJA arising out of my participation in the Program including any losses, illness or injury suffered by me while travelling to, from or participating in the Program.
6. I hereby further agree to indemnify and hold harmless Sar-EI Canada and Sar-EI and BIEC, BJEC and FCJA their employees, trustees and officers and any other persons or entities involved with Sar-EI Canada or Sar-EI or BIEC, BJEC and FCJA from or against any and all such Claims. I further agree to indemnify and hold Sar-EI Canada or Sar-EI or BIEC, BJEC and FCJA harmless from any and all Claims that may be brought against Sar-EI Canada or Sar-EI or BIEC, BJEC and FCJA on account of misconduct on my part.
7. The invalidity of any particular provision of this agreement shall not affect any other provision of it, but the agreement shall be construed as if the invalid provision had been omitted.
8. The present agreement is governed by the laws applicable in the province of Ontario.
9. I acknowledge that I have been advised to obtain independent legal advice and have done so, or by my signature, have waived doing so.

The present Agreement is drafted in the English language at my request.
La présente entente est rédigée en langue anglaise à ma demande.

Signed in _____ on _____, 20____
city date

_____ Witness <i>signature</i>	_____ Participant <i>signature</i>
_____ Witness PRINTED	_____ Participant PRINTED
_____ Witness ADDRESS	