

## **TRIP LIABILITY WAIVER AND RELEASE**

In consideration for my participation in the 2025 Young Leadership Journey to Cuba (the “Trip”) organized by the Jewish Federation of Greater Atlanta, Inc. (“JFGA”), I hereby acknowledge, understand and agree to the following terms and conditions of this Trip Liability and Waiver and Release (“Waiver”):

1. I understand that the Trip may involve air and other travel to and from my home to Havana Cuba as well as tours by bus or car, sightseeing and a variety of other planned and unplanned activities in Havana, Cuba. I am aware that the U.S. Department of State regularly issues travel warnings and travel alerts about travel to Havana, **Cuba** and that these warnings and alerts are available on the website of the U.S. Department of State at <https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories/cuba-travel-advisory.html>
2. I have read, or have had the opportunity to read these U.S. Department of State travel warnings and travel alerts, and I understand the security risks inherent to such travel, and I assume such risks.
3. Notwithstanding any security arrangements that may be made by JFGA or any other party, I understand that JFGA does not, and cannot, guarantee the personal safety and property of participants while they are participating in the JFGA program or any other program-related activities, including airline travel, ground transportation, meals, lodging, recreational activities such as hiking, swimming and camping, and other events. I affirm that by voluntarily participating in the Trip and these activities I understand the dangers and risks involved and accept all responsibility and liability for these dangers and risks.
4. I affirm that I have decided to voluntarily participate in the Trip and understand and agree to accept any and all risks to my safety and security associated with participating in the Trip including, but not limited to, property damage and loss, death, physical and/or psychological injury or temporary or permanent disability by illness (including, without limitation, COVID-19), accident, disease or terrorist act, and contracting or transmitting illness (including, without limitation, COVID-19), and will not hold JFGA and all of their directors, officers, board members, trustees, employees, volunteers, (“JFGA Parties”) responsible for any claims or losses that may arise out of or relate to my travel to/from and participation in the Trip.
5. I understand that there are certain dangers inherent in my participation in the Trip, at this time, relating to the spread of COVID-19, which is contagious and presents a danger of

illness, short- or long-term disability, and, in some cases, death, as well as potential transmission to others. I understand that risk of exposure to COVID-19 is present in any place where people are present. I also understand that there is a potential heightened risk related to COVID-19 for certain persons based on age, certain underlying medical conditions, or other factors. More information about heightened risk factors can be found here: <https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/index.html>. I understand that it is possible that contraction of and/or illness or other complications related to COVID-19 may occur while traveling to/from and during the Trip. I agree that I have full knowledge of and assume the risks involved in participating in the Trip as they relate to COVID-19.

6. I understand that my home country and/or the country/ies to be visited on the Trip may impose certain testing, quarantine, and other rules, requirements, and obligations related to COVID-19. I hereby agree to abide by any such rules, requirements, and obligations as may be in place while traveling to/from and during the Trip. I further agree that I shall be solely responsible for any and all costs associated with abiding by such rules, requirements, and obligations, including if they may result in the need to extend my stay in the country/ies to be visited on the Trip (such as in the event of a mandatorily imposed quarantine). I also agree to abide by any rules, requirements, and obligations related to COVID-19 as may be imposed by JFGA, including but not limited to requirements regarding social distancing and use of facial coverings or other personal protective equipment.
  
7. I agree that none of the JFGA Parties shall be liable for any action taken or omitted to be taken by a JFGA Party in connection with or in any way related to the Trip, except for acts of gross negligence or willful misconduct. I understand and agree that, to the extent there are risks or dangers known to JFGA associated with the Trip, JFGA has taken reasonable steps or will take reasonable steps to make me aware of such risks or dangers known to JFGA relating to the Trip. However, I also understand and agree that the JFGA Parties will not be responsible for the operation and management of any of the facilities which may be used or visited in connection with the Trip or for the actions or inactions of any third parties, or for any damage or claim arising therefrom. In light of the information provided to me and in consideration of my being permitted to participate in the Trip, I do, for myself, my spouse, heirs, executors, administrators and assigns, release and forever discharge the JFGA Parties, relating to any and every claim against JFGA and any of the JFGA Parties relating to or arising out of my participation in the Trip, including but not limited to any claim arising from or by reason of any bodily injury, personal injuries (including emotional trauma or distress), contraction of or transmission of any illness, temporary or permanent disability, death, or property damage resulting or alleged to result from any accident, incident, or other episode or cause, whether known or unknown, that may occur during or as a result of my participation in the Trip, whether or not based upon the negligence of, or

breach of contract by, any JFGA Party or any other party for whose acts or omissions any JFGA Party or JFGA Parties may be responsible under any applicable legal principle, except for any claim that may not be released as a matter of law (collectively, the “Released Claims”). I do, for myself, my spouse, heirs, executors, administrators and assigns, covenant not to sue in a court of law or equity or to otherwise pursue a legal action against the JFGA and/or the JFGA Parties upon any of the Released Claims, and indemnify JFGA and the JFGA Parties against reasonable attorneys’ fees and other costs and litigation expenses incurred in the defense thereof.

8. In case of medical or surgical emergency on the Trip, I understand and agree that available medical professional(s) may transport, hospitalize or otherwise secure proper treatment for me and may order such treatment for me as is deemed necessary, and that I shall be solely responsible for any and all costs associated with such transport, hospitalization, or treatment.
  
9. I agree that none of the JFGA Parties shall 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 Trip, in connection with or in any way related to the Trip or my participation. I hereby indemnify, and agree to hold harmless, to the fullest extent permitted by law, JFGA and the JFGA Parties from and against any and all loss, claims, damages, liabilities, or actions (including, without limitation, any loss, claims, charges, liabilities, or actions 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 Trip (including, without limitation, any general medical treatment or emergency medical treatment rendered to me in the event of need).
  
10. I agree that JFGA reserves the right to make changes to the Trip’s itinerary (or to cancel or postpone its Trip 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 Trip’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 have had the opportunity to research and educate myself regarding specific risks related to traveling to the locations of the Trip.
  
11. I understand and acknowledge that all receipts and tickets issued by independent contractors are subject to terms and conditions specified by the independent contractors and/or their employees. I also understand that JFGA is not responsible for any negligence of those independent contractors and/or their employees.

12. I understand that JFGA strongly discourages participants on the Trip from making or participating in excursions or day trips separate and apart from those arranged, planned or provided for by JFGA, and should I choose to do so, I acknowledge that I will be doing so at my own risk and all of the described waivers of responsibility and releases from liability apply to such circumstances. I further acknowledge that JFGA is not responsible for me if I choose to extend my stay in Havana, **Cuba** before or after the organized JFGA program.
  
13. The Trip demands participants to be in stable physical and mental health, and confident in their ability to undertake all activities reflected in the itinerary. It is required that physical disabilities of any kind be advised at the time of registration. It is understood that participants requiring special attention or treatment will be traveling with a companion. I hereby confirm that I have consulted my physician within the last 6 months, and that physician has advised me that I am in good health and fit for extended travel, including the venues and activities chosen for this trip.
  
14. As a participant, I understand that I must not engage in illegal activity, acts of violence, vandalism, use or possession of illegal substances, disorderly conduct or harassment of any kind, as determined by in its sole discretion. I understand and agree that that JFGA reserves the right to dismiss me from the Trip should my behavior violate this Code of Conduct and that I will be responsible for all expenses incurred from the date of dismissal, including accommodations, as well as any additional fees incurred by airlines for changes to original air travel itinerary. I consent to abide by this Code of Conduct and any trip protocols set forth by JFGA.
  
15. I acknowledge that the personal data I share with JFGA, such as my name, address and passport information, will be used by JFGA to organize and facilitate my trip. I acknowledge that this may require my data to be shared with third parties, such as travel providers. I acknowledge that for these purposes my information may be transferred to, or stored or processed in, other countries which may have different levels of data protection or privacy laws. I hereby authorize JFGA to take, use, and publish photographs, video or audio recordings, or quotations from interviews of me/my family members which may be used for editorial, fundraising, and/or promotional and advertising purposes and in any manner and medium; and to alter and composite the same without restriction and without inspection or approval. I agree that there is to be no financial compensation for said use or publication, and hereby releases JFGA and persons functioning under its authority from all

claims and liability relating to the same. I hereby authorize JFGA to identify me as a Trip participant to other Trip participants.

16. The definition of force majeure is, in relation to JFGA, any circumstances beyond our reasonable control including acts of God, explosion, civil disturbances, sickness, pandemics (including the COVID-19 pandemic), quarantines, war or threat of war, acts of terrorism, sabotage, insurrection, riots, strikes, civil disturbances, government intervention, weather conditions, floods, forceful winds, defects in machinery and vehicles, delays or other unforeseeable events. JFGA shall not be deemed to be in breach of these terms and conditions or otherwise liable to you in the event of force majeure. If suppliers are affected by force majeure, they may vary or cancel any itinerary or arrangement in relation to your trip as per their terms and conditions.
17. This Waiver shall be governed by and interpreted in accordance with the laws of the State of Georgia. I agree that any and all claims arising out of or relating to this Waiver shall be brought in either the Superior Court of Fulton County, Georgia, or the United States District Court for the Northern District of Georgia, Atlanta Division. I consent to the personal jurisdiction of the courts identified above and I waive any objection to jurisdiction or venue or any defense claiming lack of jurisdiction or venue, in any action brought in such courts.
18. In case one or more of the provisions contained in this Waiver shall for any reason be held to be invalid, illegal or unenforceable in any respect, the same shall not affect any other provisions in this Waiver, but this Waiver shall be construed as if such invalid or illegal or unenforceable provisions had never been contained herein. It is the intent of the parties that this Waiver be enforced to the maximum extent permitted by law.

19. I have carefully read this Waiver, understand its contents and acknowledge that it contains a release of liability and such is a binding and fully enforceable contract between me, on one hand, and JFGA and all JFGA Parties, on the other hand. Having consulted, or having had the opportunity to consult, my own counsel as to the meaning and legal effect of this Waiver, I have voluntarily signed this Waiver, signifying my intent to be legally bound herein, by clicking the designated "I accept" button on the Trip registration page. I agree that such electronic acceptance is the legal equivalent of my manual signature on this Waiver.