

**OHEL CHILDREN'S HOME AND FAMILY SERVICES, INC.
WAIVER OF LIABILITY**

Not for profit: Ohel Children's Home and Family Services, Inc.
Event: Jerusalem Marathon 2018

Event Site: Jerusalem, Israel
Event Date: March 9, 2018

Child's name: _____ (hereinafter "Child")
Date of birth: _____
ID/ passport no. _____

THIS DOCUMENT IS A RELEASE AND WAIVER OF LIABILITY BY YOU ON BEHALF OF BOTH YOURSELF AND YOUR CHILD, AN ASSUMPTION OF RISK BY YOU ON BEHALF OF BOTH YOURSELF AND YOUR CHILD AND AN INDEMNITY BY YOU PERSONALLY ON YOUR OWN BEHALF (this "Waiver"). IT IS A LEGALLY BINDING EXPRESS STATEMENT THAT YOU ON BEHALF OF BOTH YOURSELF AND YOUR CHILD ASSUME MANY RISKS AND RELEASE AND WAIVE LIABILITY THAT YOU, YOUR CHILD, OR YOUR CHILD'S FAMILY OR HEIRS MIGHT HAVE AGAINST OHEL FOR ASSISTING YOUR PARTICIPATION AND/OR AGAINST THE ISRAELI EVENT SPONSORS AND THAT YOU PERSONALLY ON YOUR OWN BEHALF INDEMNIFY THOSE SPONSORS AND OWNER IF ANY PARTY MAKES ANY CLAIM FOR SUCH LIABILITY.

Please read this Waiver carefully in its entirety prior to signing.

In consideration of being permitted to participate in an Ohel Children's Home and Family Services, Inc. fundraising event which may include Ohel's arrangement of airfare to and from the United States of America and Israel, arrangement of hotel and meal accommodations, arrangement of recreational opportunities, and a ticket to participate in the Jerusalem Marathon on March 9, 2018 , (the "Event"), and any and all activities related thereto at the above-mentioned Event Site (collectively, the "Activities"), I hereby for Child, for Child's parents, including myself, and for each of our current or future spouses, children, heirs, and personal representatives acknowledge that Child would not be allowed to participate in the Event if I did not carefully review, approve and sign this Waiver, and I therefore agree to the following terms and conditions:

1. I hereby represent and warrant that I am a custodial parent of Child with the full power and authority to enter into this Waiver on behalf of Child.
2. On behalf of Child, Child's parents, including myself, and each of our current or future spouses, children, heirs, and personal representatives, I hereby forever release, waive and discharge Ohel Children's Home and Family Services, Inc., and Camp Ohel, Inc. dba Camp Kaylie, and each of their respective parent entities, subsidiaries, affiliates, related companies, predecessors, successors, current and former agents, partners, officers,

members, managers, directors, insurers, attorneys, employees, volunteers, representatives, and assigns (collectively, the “Event Sponsors”) from any and all claims, demands, and causes of action arising from or relating to any personal physical or mental injury that Child suffers at the Event or while Child is at, nearby or traveling to or from the Event Site. I understand that, in this Waiver, if reference is made to the Event Sponsors, that reference includes all of their parent entities, subsidiaries, affiliates, related companies, predecessors, successors, current and former agents, partners, officers, members, managers, directors, insurers, attorneys, employees, volunteers, representatives, and assigns. So, as an example only, a statement that the Event Sponsors can’t control many risks means that neither can any of these other individuals affiliated with the Event Sponsors.

3. I have carefully and fully reviewed the description of the Activities and have investigated the Event Site to my full satisfaction. I understand that the Activities are inherently dangerous and that Child will risk serious injury or death by participating in the Activities and that Child’s participation in the Activities is entirely voluntary. I further understand that many risks of participating in the Activities cannot be foreseen and that the Event Sponsors cannot possibly take steps to eliminate these risks because they are beyond the control of the Event Sponsors. I have investigated the steps that Event Sponsors have taken to mitigate these risks and am fully satisfied with those steps. I have had an opportunity to ask any question that I have wanted to ask with regard to the Event, the Event Site, the Activities and the risks involved in any of them, and I am fully satisfied with the answers that I received. I know, understand and appreciate these and all other risks that are inherent in Child’s participation in the Activities, and I hereby for myself and Child personally assume all such risks, whether foreseen or unforeseen.

4. I hereby agree, personally, to fully indemnify and hold harmless the Event Sponsors from any and all claims, actions, suits, costs, losses, expenses, damages, and liabilities, including all reasonable attorneys’ fees (both in defending against claims by other parties and in enforcing this indemnity) and costs, incurred, brought, or threatened against the Event Sponsors in connection with Child’s participation in the Activities, except only to the narrowest extent legally permissible that such indemnification is void as against public policy, in which case this indemnity shall be deemed and construed not to cover any liability to the extent, but only to the extent, that my indemnity for it would be void as against public policy.

5. I hereby agree for Child, for Child’s parents, including myself, and for each of our current or future spouses, children, heirs, and personal representatives not to sue or institute any lawsuit or any other proceeding against the Event Sponsors or any other party in connection with Child’s participation in the Activities or any matters released or rights waived in this Waiver.

6. This Waiver is the entire agreement between the Event Sponsors, on the one hand, and me, on the other hand relating to its subject matter. This Waiver may not be amended, modified or terminated, except by a written instrument signed by me and on behalf of each of the Event Sponsors; therefore, I understand that it may not be amended, modified or terminated in any conversation that I have with any personnel of the Event Sponsors.

7. I agree that this Waiver is intended to be as broad and inclusive as permitted by the applicable law. I agree that if any clause or provision of this Waiver shall be held

invalid by any court, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Waiver, which shall continue to be enforceable, and I specifically direct any such court to amend or revise this Waiver so that the intention of the parties to eliminate or reduce the liability of the Event Sponsors is realized to the fullest extent legally permissible.

8. I understand that none of the Event Sponsors carries or maintains health, medical, or disability insurance coverage for Child. Further, I hereby affirm that (a) Child is covered by medical insurance that would fully cover the costs of any personal injury that Child suffers at the Event or while Child is at, nearby or traveling to or from the Event Site, (b) Child regularly participates in strenuous physical activity, and (c) Child had or will have a medical exam by a licensed physician within the last 3 months immediately prior to the Event in which such physician advised that Child is healthy and fit enough to engage in strenuous physical activity, including the Event.

Ohel has explained to me, and I understand that participating in the Event is conditional upon my Child's receiving the medical certificate mentioned above.

9. I understand and agree that if Child feels unwell on the day of the Event, Child must not participate in the Event.

I understand that this Waiver is a binding legal document, I have been advised to consult with an attorney before signing it, I have had an opportunity to consult with an attorney and consulted with such attorney if I so desired.

Name

Signature

Date

Relationship to Child- MUST BE SIGNED BY CUSTODIAL PARENT

I, a custodial parent of Child, understand that the law requires my consent and approval for Ohel Children's Home and Family Services, Inc., and Camp Ohel, Inc. dba Camp Kaylie, and each of their respective parent entities, subsidiaries, affiliates, related companies, predecessors, successors, current and former agents, partners, officers, members, managers, directors, insurers, attorneys, employees, volunteers,

representatives, and assigns (collectively, the “Event Sponsors”) to use Child’s testimonial, name, voice, signature, picture, portrait, photograph and/or likeness (“the Information”) and that during the course of the Event any of such Information may be recorded by the Event Sponsors or its guests. The Information will be disclosed for public relations, marketing, and marketing purposes, among other related purposes. I understand that the agency is not providing any goods or services in consideration for its use and disclosure of the Consumer’s name, image, likeness, photograph or voice.

I indicate by signing below that I hereby consent, on behalf of Child, to and approve the use, exhibition, transmission, broadcast, or other exploitation, either in whole or in part, of the Information, by the Event Sponsors, and all of their successors and assigns, together with any modified, edited, or derivative version thereof, in advertising materials and in any commercial production, including, without limitation on web sites(s) affiliated with the Event Sponsors. On behalf of Child, I hereby release and discharge the Event Sponsors and their affiliates and each of their owners, agents, representatives, and assignees from any claim or cause of action, now known or later discovered relating to the use that I consent to and approve hereby.

On behalf of Child, I hereby release and discharge the Event Sponsors and their affiliates and each of their owners, agents, representatives, and assignees from liabilities arising out of what I might deem misrepresentation that may occur or be produced in taking or processing the Information, including, without limitation, distortions. On behalf of Child, I waive any right that I or Child may have to inspect and approve any draft or finished product containing any of the Information, or the advertising copy that may be used in connection with any such draft or finished product, or the use to which it may be applied.

I understand and agree that any of the Information may be used and exploited without identifying Child as its subject. The benefit that I or Child obtain from Child participating in the Event shall be full and adequate consideration for this Acknowledgement, Consent and Release, and publicity that Child receives in the first such use of the Information will also be adequate consideration therefor. I further understand and agree that the Event Sponsors will be under no obligation to use the Information. This Acknowledgement, Consent and Release may not be changed or amended orally and may be amended only by a written amendment executed by me and on behalf of the Event Sponsors.

I hereby agree to fully indemnify and hold harmless the Event Sponsors from any and all claims, actions, suits, costs, losses, expenses, damages, and liabilities, including all reasonable attorneys’ fees (both in defending against claims by other parties and in enforcing this indemnity) and costs, incurred, brought, or threatened against the Event Sponsors in connection with or related in any way to any claim or proceeding by Child,

or any person or entity claiming through or under Child, that any use of the Information as set forth above is not permitted, has not been consented to and approved by Child, and/or has resulted in damages or losses suffered by Child.

Name and Relationship to Consumer (print) (This authorization is only to be signed by a person who is legally authorized to sign on behalf of the above-mentioned Child.

Signature

Date
