

1. **Agreement.** This is an agreement ("Agreement") by and between Tal Tours (1996) Inc., its officers, directors, shareholders, employees and/or agents ("TAL TOURS") and you. During the agreed upon time, TAL TOURS shall (i) arrange your lodging and transportation, (ii) provide kosher food, (iii) event management and (iv) Supervision. It is expressly agreed that the standard for the "kashrut" shall be determined solely by the supervising Rabbi and that by participating in this program, you are accepting his supervision. The application and all documents required to be submitted therewith is incorporated by reference into this Agreement. You understand that the information contained in the completed application is a material part of this Agreement and You warrant that said information is true. You also agree to abide by all rules and requirements of TAL TOURS while participating in the Shvuayim program.
2. **Reservations and Payments.** (a) Upon TAL TOURS' receipt of the completed application and deposit, subject to collection, you will receive a confirmation "Reservation Card" which will also set forth the payment schedule for the balance of the program. The Reservation Card may also specify that an interview is required in order to complete the application process. (b) Unless otherwise indicated on your Reservation Card or expressly agreed upon in writing, the deposit and all other payments, are non-refundable and non-transferable. (c) Payment in full must be received not later than 45 days prior to the commencement date of the program. (d) You understand that in the event payment in full is not received by TAL TOURS within the time set forth herein, TAL TOURS may cancel this Agreement and retain any payments made as liquidated damages. (e) All Payments must be by check, money order or wire transfer. Credit cards will not be accepted.
3. **Releases.** You understand that You understand that the activities may be hazardous and that TAL TOURS may not carry insurance. You agree to look solely to your own insurance carriers for claims that could be asserted against TAL TOURS.
4. **Publicity.** You hereby grant and convey unto TAL TOURS the right to use photographs and/or other electronic recordings of you for TAL: TOURS' commercial benefit, including future publicity and brochures.
5. **Governing Law.** This Agreement shall be deemed to have been executed in the State of New York and shall be governed by and construed in accordance with the laws of the State of New York, including its choice of law provisions. Venue for any action shall be in the Supreme Court of New York, Nassau County. The prevailing party shall be entitled to recover reasonable attorneys' fees, court costs & related litigation expenses.
6. **Presumptions.** This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party.
7. **Parties in Interest.** Nothing herein shall be construed to be to the benefit of any third party, nor is it intended that any provision shall be for the benefit of any third party.

Dated this \_\_\_\_ day of \_\_\_\_\_, 200\_\_

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Applicant

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Parent or Guardian

### Release and Waiver of Liability of a Minor

This Release and Waiver of Liability (the "Release"), executed on this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by \_\_\_\_\_, a minor child (the "Volunteer"), and \_\_\_\_\_, the parent having the legal custody and/or the legal guardian of the Volunteer (the "Guardian") in favor of ALMOST HEAVEN HABITAT FOR HUMANITY, INC., a nonprofit corporation ("Habitat"), its directors, officers, employees and agents.

The Volunteer and Guardian desire that the Volunteer participate in Habitat's homebuilding program, and the activities related to the work. The Volunteer and Guardian understand that the activities may include constructing and rehabilitating residential building, being transported to and from work camp locations, and consuming food and living in accommodation donated for the home building program.

The Volunteer and Guardian do hereby freely, voluntarily, and without duress execute this Release under the following terms:

- 1. Waiver and Release.** Volunteer and Guardian do hereby release and forever discharge and hold harmless Habitat and its successors and assigns from any liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereinafter arise from Volunteer's participation in the home building program. Volunteer and Guardian understand that this Release discharges Habitat for Humanity from any liability or claim that the Volunteer or Guardian may have against Habitat with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's participation in Habitat's home building program. Volunteer and Guardian also understand that Habitat does not assume any responsibility for or any obligation to provide financial assistance or other assistance, including but not limited to medical, health or disability insurance.
- 2. Medical Treatment.** Volunteer and Guardian do hereby release and forever discharge and hold harmless Habitat from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer's participation in Habitat's home building program or with the decision by any representative or agent of Habitat to exercise the power to consent to medical or dental treatment as such power may be granted and authorized in the parental Authorization for Treatment of a Minor Child.
- 3. Assumption of Risk.** Volunteer and Guardian understand that the home building program may include activities that may be hazardous to the Volunteer and that the food, accommodations, and medical facilities may be donated to Habitat and beyond the control of Habitat. Volunteer and Guardian hereby expressly and specifically assume the risk of injury or harm in these activities and releases Habitat from all liability for injury, illness, death, or property damage resulting from the activities of the Volunteer's participation in Habitat's home building program.
- 4. Insurance.** The Volunteer and Guardian understand that Habitat does not carry or maintain health, medical or disability insurance coverage for any Volunteer.

**Each Volunteer is expected and encouraged to arrive with medical or health insurance coverage in effect.**

- 5. Photographic Release.** Volunteer and Guardian do hereby grant and convey unto Habitat all right, title, and interest in any and all photographic images and video or audio recordings made by Habitat during Habitat's home building program, including, but not limited to, any royalties, proceedings, or other benefits derived from such photographs or recordings.
- 6.**
- 7. Other.** Volunteer and Guardian expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of West Virginia, and that this Release shall be governed by and interpreted in accordance with the laws of the State of West Virginia. Volunteer and Guardian agree that in the event that any clause or provision of this Release shall be held to be invalid by any Court or competent jurisdiction, the invalidity of such clause or provision of this Release shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

**IN WITNESS WHEREOF,** Volunteer and Guardian have executed this Release as of the day and year first above written.

\_\_\_\_\_  
Volunteer

\_\_\_\_\_  
Volunteer's Parent or Guardian

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Home Phone

\_\_\_\_\_  
Work Phone