

## Otl.org.il - Waiver

In consideration of the registration of my minor child ("the Participant") in Outdoor Leadership Training ( OLT) or daily OLT, I hereby agree and acknowledge the following, which includes a release of liability, which will apply to all of Participant's participation in all OLT events (including, without limitation, one or more outdoor activity), classes and daily activities.

1. I am aware that with any extreme related activity there are certain inherent dangers, including but not limited to the hazards being in the outdoors, fields, forests, water, ruff terrain, off-road terrain, accidents, actions of participants, and other persons. By Participant's participation in any Event, I certify that I am aware of these inherent dangers of fires, tree climbing, playing in the mud, animal catching, outdoor cooking, use of sharp objects, and the safety rules of the applicable.

2. I have discussed with and told the Participant to:

- a. obey all directions of the OLT staff and personnel in charge of the Event.
- b. comply with all safety instructions.
- c. refrain from horseplay and other unsafe practices. Including never using a knife or fire without permission from the instructor.
- d. notify an OLT staff member immediately in the case of an emergency or if he/she feels unwell.
- e. ask an OLT staff member to explain any instructions that he/she does not understand. In the case of an accident or illness, I authorize OLT to provide medical

treatment for my child even if I cannot be contacted immediately and I consent to the administration of any and all medical procedures deemed necessary by the attending authorities.

I understand that OLT and its staff, and volunteers assume no financial obligations or liability for the immediate medical treatment that they provide for my child.

3. I hereby represent and warrant that the Participant is medically fit to participate in Events and I will immediately notify BD Greenman or any other OLT supervisor in writing if such changes. In accordance with the above, I declare that the Participant does not suffer from heart disease, chronic chest pain, balance problems, asthma or shortness of breath, sensitivity related to the back, or any other chronic illness.

5. I hereby consent to emergency medical treatment for the Participant if Participant is injured or feels unwell while participating in an Event and I accept full responsibility for all medical expenses incurred in connection therewith or as a result of Participant's participation in any Event, generally.

6. I understand that it is not the function of the leaders (if an Event has leaders) to serve as guardians of the Participant's safety. I recognize that the route(s) chosen may be challenging and may have natural obstacles or potential dangers, and that weather, road, or traffic conditions may make a trip more difficult. OLT reserves the right to remove anyone who is deemed to be endangering himself or others as defined by Israeli law or as reasonably determined by a leader.

7. I grant OLT or any entity on behalf of OLT permission, without demand for payment or consideration, to take photos, in private compounds and public spaces, and use photos in which the participant appears. The use can be made for any purpose, including marketing purposes.

8. I understand and acknowledge that OLT uses its best efforts to ensure the safety of Participants at Events. From time to time, OLT may instruct Participants on how to behave safely in our settings and environment.

I hereby give permission for the Participant to take road crossing lessons with his/her OLT instructor, which may include:

- a. Walking (along with his/her group) on the road in order to arrive at an off-road location for that day's activity.
- b. training in relation to properly cross the road as an individual as well as in a group setting (single file, no passing, etc).
- c. increased risk in relation to the danger that road injury may occur.

9. I freely and voluntarily accept all risks of injury, death, or property damage to the Participant. I understand and agree that none of the parties described below may be held liable in any way for any occurrence or accident in connection with an Event. I hereby RELEASE from any and all liability and agree to INDEMNIFY AND HOLD HARMLESS Outdoor Leadership Training, Baruch David Greenman, its managers,

officers and their respective families, agents, successors and assigns, the sponsors, the ride leader(s), or other volunteers, against all claims, including, but not limited to, claims of negligence, unintentional acts, and acts of omission, and any loss or expense, which may arise from Participant's participation in any Event. I understand the Participant is responsible for the Participant's own conduct and decisions while participating in an Event and further agree that this Waiver & Release shall apply to any claim arising out of the Participant's participation in outdoor activities and non-outdoor activities of Outdoor Leadership Training.

10. I acknowledge that:

- a. OLT has informed me that as a parent or guardian, I am encouraged to ask OLT about any concerns that I might have at any time about the Participant's wellbeing, participation or safety.
- b. the decision to allow the Participant to participate in OLT is exclusively mine.

11. This Waiver & Release is intended to be binding upon the Participant, me, my family, my heirs, my estate, my legal representatives and assigns. Any legal action that may arise from Participant's participation in any Event will be brought in front of an arbitration agreed by both parties and I hereby waive any right to bring any action or claim in any court or other forum other than the Agreed Forum. I understand that the terms of this document are contractual and not a mere recital and I have signed this document as my own free act.

12. OLT will not be responsible for any delay, interruption and or other failure to perform, and may cancel any event in the case of a circumstance beyond its reasonable control. Such circumstances include, but are not limited to, an Act of G-d (for example, flood, earthquake, volcanic eruption, etc), war, riot or other civil disturbance, fire, epidemic, explosion, terrorist activity, sabotage, compliance with government requests, orders, or regulations, inability to deploy necessary equipment or volunteers, roadway or trail closures or construction, dangerous or impassable roadway or trail conditions, or any other cause beyond the reasonable control of OLT. The executive director and the board of OLT will be the sole decision-makers as to what, if any, refund or other accommodation will be made in the event of cancellation of an Event.

13. This Waiver and Release shall be in effect perpetually from the date hereof for any and all Events, with no need for renewal or re-signing, unless I provide written notification to OLT of its cancellation.

14. I am of lawful age, a parent or legal guardian of the Participant authorized to sign this Waiver & Release, and legally competent to sign this Waiver & Release. I have read and fully understand the terms of this document and that they are contractual and not a mere recital and I have signed this document as my own free act and agree with its terms.

15. I understand and accept OLT's refund and reimbursement policy:

a. Within the first half of the season, if the participant wants to stop, a refund for the subsidized cost of the remaining rides will be returned. If the registration fee was waived, then it will be deducted from the amount to be reimbursed.

b. After the midway point, refunds for the remaining rides will be given out only under extenuating circumstances. This includes but is not limited to, injury or family turmoil. OLT holds the right to decide if the circumstances warrant a refund. If the registration fee was waived, then it will be deducted from the amount to be reimbursed.

## Otl.org.il - Terms & Conditions

Price, Rules, Conditions.

### Outdoor Leadership Training Course

is offering 30 sessions over the coming school year. The price for the year is 2000 per child. Plus 200 registration and insurance.

Discounts are not available. It is a commitment for the year. The price is not per month or per week. Enrollment is dependent upon following all of the rules. If a child breaks the rules and endangers other people he may be expelled from the Outdoor Leadership Training course without a refund. Included in this is doing dangerous activities at home or away from the chug. For example, a child is lighting fires in cheder. That may be grounds for expulsion.

Payment can be made in one payment or can be prorated over a maximum of 10 installments, to be completed no later than the end of July of that season.

**Smartphones are not allowed to be brought to the chug. If this is an absolute necessity then the smartphone must be deposited with BD or one of the madrichim.**

Cancellation of a transaction in accordance with the Consumer Protection (Cancellation of a Transaction) Regulations, 2010, and the Consumer Protection Law, 5741-1981.

A full waiver is above but it should be emphasized that we are doing activities that may have danger. Including but not excluding, catching animals, use of knives, axes, fire, climbing, playing in mud, and exploring in the dark. Ideally, every child should be supervised by his father. Fathers are invited every time. By sending your children you absolve BD Greenman and Outdoor Leadership Training from any liability that may not be covered by the insurance.

