

AGREEMENT OF
WAIVER OF CLAIMS AND RELEASE OF LIABILITY,
PERMISSION FOR USE OF PHOTOGRAPHS AND AUDIO AND VIDEO RECORDINGS,
AND
AUTHORIZATION FOR MEDICAL CARE

I, _____, in exchange for the permission granted to me by the Tikvah Fund (the "Foundation") to participate in the Tikvah Summer Institute on Politics, Economics, and the Jewish Person (the "Program"), acknowledge and agree to the following terms of this agreement (the "Agreement"):

1. The Foundation is the sponsor of the Program, which will take place on the premises of Yale University in New Haven, Connecticut.

2. There are risks inherent in my participation in the Program, including, but not limited to, the risks of domestic or international travel to and from the Program, the risks of residing in facilities provided by the Program, the risks attendant on the provision of food by the Program, the risks incurred while participating in instruction and special events provided by the Program, and the risks of residence and activity in New Haven.

3. The Program will take reasonable steps to provide for the security of participants in the Program but does not and cannot insure participants in the Program against the above risks.

4. For myself, my legal representatives, my heirs, and all those who claim from me, I assume all of the risks that arise from my participation in the Program. Absent gross negligence or willful misconduct on the part of the Foundation, I will hold the Foundation and their trustees, directors, officers, employees, and agents (collectively, the "Indemnitees") harmless from and against any and all liabilities, damages, costs, actions, causes of action, claims, and demands of any kind or nature whatsoever that I now or may hereafter have on account of any loss, damage, or injury (including death) to the person or property of myself or any other individual, regardless of its cause, that arises in connection with any aspect of any activity in which I participate in the course of, in connection with, or in relation to the Program (collectively, the "Liabilities"), whether the Liabilities arise from acts or omissions by myself, one or more Indemnitees, any volunteer or participant in the Program, or any other person, and whether or not such acts or omissions are negligent in nature.

5. I will indemnify the Indemnitees and hold them harmless from and against any and all Liabilities, including, but not limited to, those related to property damage or injury or death to any person and including, but not limited to, attorneys' fees and costs of litigation that are in any way related to the Liabilities.

6. The foregoing terms apply to, cover, and include unknown, unforeseen, and unanticipated risks and the consequences thereof, including death, injury, illness, lost or damaged property, or monetary or financial damage. I hereby waive the benefit of any law of any jurisdiction providing in substance that releases or waivers shall not extend to claims

unknown, unforeseen, or unanticipated at the time of the execution or delivery of the release or waiver.

7. The Foundation has my permission to use photographs or audio or video recordings of me that are made in the course of or in connection with my participation in the Program. I hereby irrevocably release all rights of any kind in such photographs or audio or video recordings and consent to either Foundation’s perpetual worldwide use of such photographs or recordings and their distribution in any and all media for any purpose determined by either Foundation. This release includes any and all claims I would otherwise have, however characterized, concerning, but not limited to, claims of rights of privacy and publicity, false light, libel, defamation, and copyright.

8. In a case in which the “Person to Contact in Case of Emergency,” as listed on the Student Information Form that I will have provided to Foundation, is not immediately accessible, I authorize either Foundation or any agent of either Foundation to provide for, approve, and authorize any health care for me, including, but not limited to, diagnostic procedures, X-rays and other scans, anaesthesia, and surgery, at any hospital, emergency room, doctor’s office, or other place; to employ any physicians, dentists, nurses, or other persons whose services may be needed to deliver such care; to review and, if necessary, disclose the contents of any of my medical records; and to execute any consent form required by medical or health authorities incident to the provision of such care.

9. I understand that the Foundation will rely on the waivers, releases, authorizations, and permissions contained in the Agreement and that I cannot revoke, withdraw, or cancel them.

10. I understand that the Agreement will be governed by and interpreted according to the laws of the State of Connecticut, other than the choice-of-law provisions thereof, and that all rights, obligations, and claims arising out of the Agreement shall be under the exclusive jurisdiction of the courts of the State of Connecticut. I agree that the Agreement shall be interpreted as being as broad and inclusive as permitted by the laws of the State of Connecticut. If any part of the Agreement is held to be invalid, I agree that the balance of the Agreement shall continue in full force.

I certify that I have read and understood the above terms, and that I willingly agree to them.

Signed: _____
Student Signature

Date: _____

Signed: _____
Parent/Legal Guardian Signature

Date: _____