## EXHIBIT B



# March of the Living Terms of Participation Policy

As a condition of participating in the March of the Living Program ("Program") through <u>Western Region, USA</u> (the "Delegation"), \_\_\_\_\_\_ ("Participant" or "you" or "your"), by signing below, acknowledge that you have reviewed and hereby accept the terms and conditions of this March of the Living Participation Policy ("Policy"), effective the date this Agreement is signed below ("Effective Date").

#### 1. Assumption of Risk

**a. Health Risks:** By signing this Policy, you acknowledge that you are aware of the existing risks of travel worldwide, in addition to recognizing the current inherent adverse health risks, including death, associated with the COVID-19 virus and other diseases.

**b. Other Risks:** By signing this Policy, you acknowledge that you are aware of the existing risks of travel to Poland and Israel, including risks associated with your safety and security. You understand that there are risks associated with your participation in the Program, including without limitation risks associated with general touring activities, outdoors activities, overnight stays, transportation, and travel as well as increased security and safety risks in Poland and/or Israel due to the prevalence of crime, political conflict, and limited availability of medical facilities that meet standards to which you may be accustomed. You acknowledge that the nature of the Program may expose you to hazards or risks that may include, but are not limited to, property damage and loss, death, or injury by accident, disease, war, or terrorist acts.

**c. Compliance:** You agree to comply with all governmental and program-enforced health laws and regulations, including but not limited to vaccination, masking, social distancing, and quarantine requirements, whether imposed by the Delegation, MOTL, federal and local governments, all countries that you will visit on the Program, airlines, charter bus companies, hotels, restaurants, historical sites and other business or government entities included in the Program itinerary.

Any failure by you to uphold any of the laws, regulations or policies governing the Program will result in your immediate disqualification from the Program without any refund from the Delegation or MOTL and you will be required to arrange for your immediate return home at your own cost and expense. MOTL and the Delegation reserve the right to establish and strictly enforce these, and any additional policies they see fit, applicable to participants that ensures compliance with all relevant legal and business requirements and policies, that enables a seamless traveling experience for all delegations and that provides for the safety and wellness of all participants.

## 2. Cancellation Policy

**a. Individual Cancellation:** By signing this Policy, you acknowledge that you have received and reviewed the Delegation's cancellation and refund schedule ("Delegation Cancellation Policy") and understand that, in the event you decide not to participate or are unable to participate on the Program for any reason, including for contracting COVID-19, and/or any other sickness, before Program Start Date or during the Program, you may be

responsible for up to the full cost of the trip, in accordance with the financial penalty schedule set forth therein.

**b. Travel Insurance:** As you may be responsible for up to the full cost of the Program in the event you decide not to participate or are unable to participate on the Program for any reason, the Delegation and MOTL strongly recommend that you purchase third party trip cancellation and interruption insurance. If you do not purchase the recommended third-party trip cancellation insurance, you may be responsible for up to the full cost of the trip, in accordance with the financial penalty schedule set forth in the Delegation Cancellation Policy.

## 3. Food Allergies, Medical Contingencies and Consent to Treat

**a. Dietary:** You understand that you are solely responsible for providing the Delegation and MOTL with all relevant dietary and medical considerations pertaining to your well-being through the designated forms. You understand that Delegation will make a good faith effort to ensure that food is available on the Program that is consistent with any special dietary considerations you have specified but not all dietary restrictions can be accommodated and that you are nonetheless solely responsible for food that you consume. Further, you understand that neither the Delegation nor MOTL can guarantee an environment accommodating you if you have an airborne food allergy.

**b.** Confirmation of Health: You understand that participation in the Program can be physically challenging, can involve irregular sleeping and eating schedules and may cause mental stress or emotional challenges. You have consulted with a physician and have been advised that you are in good health. You do not suffer from any illnesses, conditions or disabilities that would make participation in the Program unwise, harmful, or dangerous to yourself or others.

**c. Medication:** If medication is required while under the auspices of the program, it is advisable that Participants travel with a written prescription for each medication. Since medication is often not available under the same trade name as in the country of origin, the full pharmacological name of all medicines and drugs should be supplied. In any event, Participants should bring an extra supply of the required medicine with them, and it is recommended that all medication is carried in hand luggage where possible.

**d. Illness During Program:** You agree that, if you become ill or incapacitated, the Delegation or MOTL may take any action at your own expense it deems necessary for your safety and well-being, including securing medical treatment and making arrangements for transporting you home. You understand that in such instances you will not be entitled to any refund of paid Program fees or costs and that all travel arrangements, costs, and liabilities associated with being returned home, including the cost of an escort, if necessary, will be your sole responsibility.

You further give permission for the Delegation, or MOTL, to inform your next of kin/emergency contact as defined in your Application Form with any concerns they may have about your physical or mental well-being.

e. Standards of Care: You understand that the provision of available healthcare services in Poland and Israel may not meet the standards to which you are accustomed. You further understand that in the event you need medical care, you may be taken to and receive care from local clinics at the sole discretion of the Delegation or MOTL staff. In some instances, healthcare facilities expect upfront payment. You understand that you are responsible for

all such payments, whether upfront or otherwise, and you have been advised that you should have access to travelers' checks or a credit card at all times while in such countries in case of a medical emergency.

#### 4. Other Provisions

**a. Security:** You understand, acknowledge, and will abide by any and all security precautions and instructions from our security personnel.

**b. Photo Release:** As a participant on the March, you agree to grant to MOTL and its authorized representatives' permission to record on photography film and/or video, live stream broadcast, pictures of your participation. You further agree that any or all of the material photographed may be used, in any form, as part of any future publications, brochure, or other printed materials used to promote MOTL, and further that such use shall be without payment of fees, royalties, special credit or other compensation.

**c. Data Release:** Participant consents to the collection, storage, maintenance and use for communications purposes by the Delegation and IMOTL, any such additional information the Delegation and IMOTL may request or which Participant provides, which shall include at the very least the following information for each participant:

- i. Full Name;
- ii. Address;
- iii. Primary Phone Number;
- iv. Primary Email Address;
- v. Date of Birth;
- vi. Passport Number and Country of Issuance;
- vii. Emergency Contact Name;

- viii. Emergency Contact Phone Number;
- ix. Emergency Contact Email Address;
- x. Date of Signed Participation Policy;
- xi. Date of Signed Insurance Policy and Proof of Travel Insurance;
- xii. Date of Signed Release; and
- xiii. Dietary Restrictions.

**d. Standing:** It is agreed and understood by Participant, that MOTL, the Delegation and/or all of their agents, staff, subsidiaries, members, officers, directors, principals, volunteers, donors, grantors, funders, participants, customers, invitees, employees, independent contractors, insurers, facility operators, lessors, land and/or premises owners, successors, assigns, and any and all other persons or entities acting in any capacity on behalf of MOTL, the Delegation and/or Third Party Beneficiaries as designated by MOTL or the Delegation which include but are not limited to the MOTL, the Delegation and any designated Third Party Beneficiaries, shall have full standing to enforce this Policy and that any such enforcement shall be valid in the State of New York or in any jurisdiction which may hear a claim brought by Participant.

**e. Intellectual Property:** It is agreed and understood that the International March of the Living, Inc. is the sole owner of the intellectual property and trademark rights to the name and/or logo of March of the Living, and that no use or reproduction of said logo will be made without the expressed written consent of MOTL.

**f. Property and Financial Responsibility:** You understand that you will be required to pay for any damage you cause to property of others.

**g. Dispute Resolution:** Any and all disputes between the parties arising out of or relating to this Policy, whether grounded in contract, tort or statutory law, shall be resolved exclusively by arbitration in New York. The arbitration shall be conducted in accordance with the Dispute Resolution Rules of JAMS. The prevailing party in the arbitration shall be entitled

to its attorneys' fees and costs plus any fees and costs incurred in connection with confirming the arbitrator's award.

**h. Severability:** If any provision of this Policy shall be found to be unenforceable, then a court making such determination shall have the authority to narrow the provision, which shall be enforceable in its narrowed form. Moreover, each provision is independent and severable from each other, so in the event any portion is found unenforceable and not modified, then the remainder of the Policy shall remain in full force and effect.

Signed:

Participant Signature

Participant Name (Printed)

Guardian Signature (if applicable)

Guardian Name (Printed)

Date