



Australasian Zionist Youth Council



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|-----------|--|
| Full Name | |
| Movement | |



**SHNAT 2023
PROGRAM CONDITIONS
FORM**



PRIVATE & CONFIDENTIAL

Please return all 9 pages (including this page) to shnat@azyc.com.au



SHNAT PROGRAM CONDITIONS FORM

TO: The Australian Zionist Youth Council (“**AZYC**”);
The Zionist Federation of Australia Ltd (“**ZFA**”);
The Jewish Agency for Israel (“**JAFI**”);
The Participant’s local Youth Movement;
The world branch of the Participant’s local Youth Movement; and
Israel Experience
(together, “**Organisations**”)

Release and Disclaimer

We the undersigned Participant and Parent/Guardian of the Participant acknowledge and agree that:

- 1 this Release and Disclaimer applies while the Participant is on the AZYC Opening Seminar, AZYC/ZFA Hasbarah Seminar, AZYC/ZFA Sikkum Seminar, and any other program nominated by the AZYC as being subject to this release while the Participant is on Shnat (“**Program**”);
- 2 the Parent/Guardian is the lawful parent, guardian or custodian of the Participant and has the full legal authority to execute this Release and Disclaimer;
- 3 we permit the Participant to participate in the Program and the Participant will abide by the Program Rules in Schedule 1 of this Release and Disclaimer;
- 4 the AZYC reserves the right in its absolute discretion to refuse any Participant’s application for whatever reason or reasons it deems fit;
- 5 any power, right, release, indemnity or discharge given to the Organisations in this Release and Disclaimer is also given to the Organisations’ officers, directors, members, volunteers, employees, contractors, representatives, agents, Shlichim, executive members, counsellors, suppliers and affiliated organisations (“**Related Parties and Entities**”);
- 6 this Release and Disclaimer is provided for the benefit of each of the Organisations and the Related Parties and Entities jointly and severally;
- 7 we:
 - (a) have completed all of the Program forms completely and truthfully;
 - (b) without limiting sub-paragraph (a), have in the duly completed medical form, disclosed any pre-existing medical condition that may affect the risk that either the Participant or any other person will suffer injury, loss or damage, and the Organisations rely on this information and we undertake that all information we provide is accurate and complete;
 - (c) will immediately inform the AZYC if any of the information that we have provided to the AZYC is no longer complete, true or accurate at any stage up until the Program has concluded;
- 8 any illness or ailment (physical or mental) that the Participant may have suffered prior to the commencement of, or occurring or recurring during, the Program, may be due cause, at the discretion of the Organisations, for return to the country of origin, and/or treatment



- in Israel at our own expense without refund;
- 9 we will purchase, from a reputable insurer, appropriate travel insurance for the Participant for the duration of the Program;
- 10 participation in all scheduled activities (“**Activities**”) during the Program is compulsory and we consent to the Participant participating in all Activities during the Program;
- 11 the Activities may involve a significant degree of physical exertion, certain dangers or risks, and the Participant:
- (a) has been warned of the dangers and risks associated with the Program;
 - (b) is aware of and understands the dangers and risks associated with the Program;
 - (c) is voluntarily participating in the Program; and
 - (d) accepts any and all dangers or risks associated with participating in the Program;
- 12 if the Participant breaches one or more of the Program Rules, any of the Organisations has the right to suspend or expel the Participant from the Program at its discretion;
- 13 each Organisation may, in its absolute discretion determine whether the Participant has breached one or more of the Program Rules;
- 14 the Program Rules are in addition to any other rules provided by an Organisation for the Program (“**Other Rules**”) and they are intended to coexist, however if there is any inconsistency between the Program Rules and the Other Rules, then the Program Rules will prevail to the extent of any inconsistency;
- 15 if the Participant breaches or an Organisation suspects that a Participant has breached any law, the Organisations may notify the relevant authorities of the breach and has the right to suspend or (if the Participant has committed such a breach) expel the Participant from the Program at its discretion;
- 16 the Participant:
- (a) may be required to undertake drug testing during the Program;
 - (b) will submit to drug testing at any time during the Program if required to do so by the Organisations; and
 - (c) will cooperate with all the Organisations requisitions and directions in relation to drug testing;
- 17 we release and forever discharge, to the extent permitted by law, the Organisations and the Related Parties and Entities from any and all causes of action, suits, proceedings, claims, demands and liabilities in any way directly or indirectly arising out of or in connection with the Participant’s participation in or expulsion from the Program (including those arising out of death, injury, loss of or damage to property or involving financial or any consequential loss), whether or not arising out of or by reason of the negligence, action or inaction, breach of statutory guarantee or otherwise of any Organisation or Related Parties and Entities (“**Claims**”), together with any costs, fees and expenses (including legal fees) that may be incurred as a result of any such Claim, defending any such claim or obtaining advice as to the prospects of defending any such Claim;
- 18 we indemnify each Organisation and the Related Parties and Entities from and against any such Claims suffered or incurred or brought or made against the Organisation and



the Related Parties and Entities:

- (a) by the Participant;
 - (b) by the Guardian; or
 - (c) by any other person as a result of the Participant's action and/or failure to comply with the Program Rules, together with any costs, fees and expenses (including legal fees on an indemnity basis) that may be incurred as a result of any such Claim;
- 19 the Participant and Parent/Guardian are jointly and severally liable to reimburse the Organisations for any expenses in connection with the Participant's absence or leave from the Program, including but not limited to costs already incurred for the anticipated attendance of the Participant in the program;
- 20 if the Participant is suspended or expelled from the program, the Participant and the Parent/Guardian are jointly and severally liable to reimburse the Organisations for any expenses in connection with the Participant's suspension or expulsion from the Program, including (but not limited to):
- (a) expenses involved with the Participant returning to Australia at an Organisation's request; and
 - (b) all costs involved in funding the Program for the Participant, including (but without being limited to) costs of transportation, meals and activities; and
 - (c) costs already incurred for the anticipated attendance of the Participant in the program;
- 21 while the Participant is absent or on leave from the Program, whether the absence or leave is with or without authorisation, without limiting the release in paragraph 17, the Organisations:
- (a) are not liable or held responsible for any harm, injury or damage caused by or to the Participant; and
 - (b) are released from all liability as a result of anything which occurs during the Participant's absence from the Program;
- 22 if the Participant is suspended, expelled, absent, on leave from the Program or ceases to participate in the Program, then we will not be eligible for any refund from the Organisations;
- 23 this Release and Disclaimer will be governed by and construed in accordance with the laws in force in the State of Victoria and we submit to the non-exclusive jurisdiction of the courts of that State;
- 24 a construction of this Release and Disclaimer that results in all provisions being enforceable is to be preferred to a construction that does not, however if a provision of this Release and Disclaimer is illegal or unenforceable:
- (a) and it would be legal, enforceable and not have a contrary meaning if the words were omitted, then those words are omitted; and
 - (b) in any other case, the whole provision is severed, and the remainder of this Release and Disclaimer continues in force, and if that severed provision subsequently becomes legal and enforceable then it will be reinstated;



- 25 we voluntarily entered into this Release and Disclaimer, we have read and understood all of its terms and the terms of all of the other Program forms, and we agree to be bound by all such terms before signing; and
- 26 this Release and Disclaimer will be binding on us and our executors, administrators, heirs, next of kin, successors and assigns.



In order for the Release and Disclaimer in this form to be provided we must notify you as follows:

WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you:

- are rendered with due care and skill; and
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the **Australian Consumer Law and Fair Trading Act 2012**, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the **Australian Consumer Law and Fair Trading Act 2012** if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. **Gross negligence**, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2012 and section 22(3)(b) of the **Australian Consumer Law and Fair Trading Act 2012**.

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|-------------------------------|--------------|
| Participant: | (print name) |
| Address: | |
| Youth Movement: | |
| Signature of Participant: | Date: / / |
| Parent/Guardian: | (print name) |
| Address: | |
| Signature of Parent/Guardian: | Date: / / |



SCHEDULE 1

PROGRAM RULES

1 ANTI-SOCIAL OR UNACCEPTABLE BEHAVIOUR

- 1.1 The Participant will obey any rules, policies, guidelines, terms, requirements or instructions of any Organisation and any institution that the Participant visits while participating in the Program.
- 1.2 If the Participant behaves in an anti-social or unacceptable way as determined by any Organisation, then the Participant may be suspended or expelled from the Program at the absolute discretion of any Organisation.
- 1.3 Anti-social and unacceptable behaviour includes, but is not limited to:
- (a) physical or verbal harassment;
 - (b) discrimination;
 - (c) any endangerment to the health, safety or security of the Participant or others through the Participant's acts or omissions;
 - (d) destruction of property;
 - (e) disruption to the Program;
 - (f) failure to participate in the Program;
 - (g) failure to comply with rule 1.1; and
 - (h) any misuse of drugs or alcohol, sexual harassment, or breach of local laws or regulations as contemplated by or specified in these rules, at any time before or during the Program.

2 UNAUTHORISED TRAVEL OUTSIDE OF ISRAEL

- 2.1 Subject to rule 2.2, the Participant is not allowed to travel outside of Israel during the Program.
- 2.2 If the Participant wishes to travel outside Israel during the Program, the Participant must:
- (a) sign a release form that is agreed upon by the Organisations;
 - (b) if the Participant is under the age of 18 years, have prior written consent from the Parent/Guardian, evidenced by producing a signed copy of a release form that is agreed upon by the Organisations; and
 - (c) have prior written consent from the Organisations.
- 2.3 Any Participant that travels outside of Israel without permission in accordance with these rules may be suspended or expelled from the Program at the absolute discretion of any Organisation.



3 UNAUTHORISED TRAVEL WITHIN THE STATE OF ISRAEL

- 3.1 Subject to rule 3.2, during the Program the Participant will not travel outside the boundary specified from time to time by the Organisations (“**Boundary**”).
- 3.2 If a Participant wishes to travel outside the Boundary during the Program, the participant must:
- (a) sign a release form that is agreed upon by the Organisations;
 - (b) if the Participant is under the age of 18 years, have prior written consent from the Parent/Guardian, evidenced by producing a signed copy of a release form that is agreed upon by the Organisations; and
 - (c) have prior written consent from the Organisations.
- 3.3 Any Participant who travels outside the Boundary without permission in accordance with these rules may be suspended or expelled from the Program at the absolute discretion of any Organisation.

4 HITCHHIKING

- 4.1 The Participant must not hitchhike during the Program.
- 4.2 Any Participant that hitchhikes during the Program may be suspended or expelled from the Program at the absolute discretion of any Organisation.

5 DRUGS

- 5.1 The Participant must not voluntarily use, possess, acquire, sell or traffic drugs which are illegal in the relevant jurisdiction while on the Program or any drugs that are prohibited pursuant to Schedule 11 to *Drugs, Poisons and Controlled Substances Act 1981* (Vic) while on the Program.
- 5.2 Any Participant who voluntarily uses, possesses, acquires, sells or traffics drugs which are illegal in the relevant jurisdiction or any drugs that are prohibited pursuant to Schedule 11 to *Drugs, Poisons and Controlled Substances Act 1981* (Vic) while on the Program may be suspended or expelled from the Program at the absolute discretion of any Organisation.
- 5.3 The Participant must not:
- (a) voluntarily consume any prescription drugs that the Participant does not have a prescription for; or
 - (b) sell or traffic any prescription drugs to any other person, while on the Program.
- 5.4 Any Participant who contravenes rule 5.3 may be suspended or expelled from the Program at the absolute discretion of any Organisation.

6 DRUG TESTING

- 6.1 The Participant must submit to drug testing if requested to by any Organisation (“**Drug Test**”).
- 6.2 If the Participant:
- (a) refuses to take the Drug Test; or



(b) tampers with the Drug Test in any way, then the Participant may be suspended or expelled from the Program at the absolute discretion of any Organisation.

6.3 If the result of the Drug Test shows that the Participant has contravened rule 5 then the Participant may be suspended or expelled from the Program at the absolute discretion of any Organisation and will be liable for any expenses associated with the Drug Test.

6.4 Irrespective of the result of the Drug Test, the Organisations will not be liable for any loss, damage, cost or expense suffered by the Participant or the Parent/Guardian in connection with the Drug Test.

6.5 Nothing contained in this rule limits the Organisations' ability to conduct additional Drug Tests.

7 ALCOHOL

7.1 The Participant may consume or serve alcohol if permitted to do so by the Organisations and the laws of the relevant jurisdiction.

7.2 If the Participant consumes or serves alcohol, the Participant must do so in a responsible way.

7.3 If the Participant consumes or serves alcohol irresponsibly, as determined by any Organisation, then the Participant may be expelled or suspended from the Program at the absolute discretion of any Organisation.

7.4 For the purpose of rules 7.2 and 7.3, conduct of a Participant that has consumed alcohol that indicates that the Participant has consumed alcohol irresponsibly includes, but is not limited to:

(a) being inebriated;

(b) requiring medical attention; and

(c) being unable to constructively participate in the Program, as a direct or indirect result of the consumption of alcohol.

7.5 For the purpose of rules 7.2 and 7.3, conduct of serving alcohol irresponsibly includes, but is not limited to:

(a) serving or purchasing alcohol for anyone who is not permitted to consume alcohol in accordance with rule 7.1; and

(b) serving or purchasing alcohol for anyone that is inebriated.

7.6 The Organisations will not be liable for any loss or damage in connection with the Participant consuming or serving alcohol.

8 SEXUAL HARASSMENT OR MISCONDUCT

8.1 The Participant must not engage in sexual harassment or misconduct during the Program.

8.2 Any Participant who engages in sexual harassment or misconduct, as determined by any Organisation, may be suspended or expelled from the Program at the absolute discretion of any Organisation.



8.3 Sexual harassment or misconduct includes, but is not limited to:

- (a) making unwanted sexual remarks or gestures;
- (b) sexually inappropriate behaviour;
- (c) sexual assault, whether physical or verbal;
- (d) rape;
- (e) displaying pornographic material; and
- (f) indecent exposure.

9 BREAKING THE LAW

9.1 The Participant must abide by the law of the relevant jurisdiction/s that the Participant is in during the Program.

9.2 Any Participant who breaks the law of the relevant jurisdiction during the Program may be suspended or expelled from the Program at the absolute discretion of any Organisation.

9.3 If the Participant breaks the law of the relevant jurisdiction during the program, then any Organisation has the right to notify the relevant authorities of the breach.

10 ISRAELI CITIZENSHIP

10.1 Any Participant who is required to take out an Israeli Passport and has not taken out an Israeli Passport may be suspended or expelled from the Program at the absolute discretion of any Organisation.

10.2 Any Participant who knowingly does not disclose relevant information regarding issues of Israeli citizenship may be suspended or expelled from the Program at the absolute discretion of any Organisation.

10.3 The Organisations will not be liable for any loss, damage, cost or expense suffered by the Participant or the Parent/Guardian in connection with the Participant's failure to:

- (a) take out an Israeli Passport as required by the State of Israel;
- (b) disclose relevant information regarding issues of Israeli citizenship; or
- (c) attain an exemption from the Israeli Defence Force, if required to do so by the State of Israel.

11 AUSTRALIAN CITIZENSHIP

11.1 The Participant must either be an Australian citizen or must bear the correct visa requirements for re-entry into Australia.

11.2 Any Participant who is not an Australian citizen and does not bear the correct visa requirements for re-entry into Australia may be suspended or expelled from the Program at the absolute discretion of any Organisation.

11.3 The Organisations will not be liable for any loss, damage, cost or expense suffered by the Participant or the Parent/Guardian in connection with the Participant's inability to gain re-entry into Australia.