**Appendix II: Release and Hold Harmless Agreement**

I, the undersigned, hereby request that I be allowed to participate in the West Bank and East Jerusalem Trip (the “Trip”) sponsored by Encounter Programs (“Encounter”). As a condition of the acceptance of my application, I agree as follows:

1. I have received and read all of the following materials given to me by Encounter pertaining to the Trip: Encounter Safety Measures. (See Below)
2. I agree to abide and be bound by Encounter’s instructions for the conduct of participants in the Trip, including all those listed in the Encounter Safety Measures that were provided me by email.
3. I certify that I am in good health and have no physical or mental condition that would prevent my participation in this Trip. In no event shall Encounter be responsible for any medical care or hospitalization incurred prior to my departure, while on the Trip, and/or after the trip.
4. I have voluntarily enrolled in the Trip. I understand that travel to any new place, especially in an underdeveloped region, may involve limited access to health care, and other services. I understand that I am subject to the laws of the country I am visiting, and that Encounter cannot be accountable for the actions of governments or their representatives. I understand that the use of transportation, housing, food and other goods, services or activities in connection with participation in the Trip carry a risk of personal injury and property damage or loss. I consent to emergency medical treatment in the event such care is required and available.
5. I am aware that I am traveling in the West Bank and East Jerusalem during a period of heightened political tension, including the threat of international armed conflict, terrorism and crime, and that there is a risk of physical injury or death. I know that it is not predictable how events may unfold, and I recognize that current events may trigger violent responses against Americans and other Internationals throughout the world. My signature below signifies that I am aware of this possibility and that I accept this risk, which is part of traveling in the West Bank and East Jerusalem at this time.
6. In consideration for Encounter’s acceptance of me on the Trip, I hereby:
	1. Agree that neither Encounter nor its staff, officers, Trustees, Directors, employees or agents, nor any Encounter partner, nor any physicians, sponsors, facilitators, medics, trip leaders, volunteers or participants in the Trip (with each of Encounter and such persons referred to as “Releasee”) shall be liable for any action taken or omitted to be taken by Releasee in connection with or in any way related to this Agreement or my participation in the Trip unless such action or omission constitutes willful misconduct on the part of the Releasee; and
	2. RELEASE AND HOLD HARMLESS to the fullest extent permitted by law Releasee from and against any and all loss, claims, damages, liabilities, or actions in any way arising out of, connected with or attributable to my participation in the Trip (including, without limitation, any inoculations, general medical treatment, or emergency medical treatment rendered to me in event of need).

Any dispute under this agreement or related to my participation in the Trip including any injuries or activities occurring outside the United States shall be resolved under the laws of the State of New York, exclusive of its choice of law provisions. Any such action must be brought exclusively in the state or federal courts sitting in the Borough of Manhattan in New York City.

**Encounter Intensive Programs: Security & Safety Measures**

***The safety of Encounter’s participants and staff is our highest priority and our programs are planned and executed accordingly, informed throughout by security precautions.*** *Inherent in any international travel is some measure of risk, and this risk may be elevated in travel to Israel and the West Bank. Below is an overview of the security and safety measures Encounter puts in place to secure our participants and staff. We are happy to answer further questions or connect you with our security firm directly for a pre-trip consultation.*

•    **Security Firm:** Every Encounter program is planned with exacting caution. We contract with a reputable Israeli security firm that reviews and monitors our itineraries in pre travel and throughout the full duration of the trip. (MAX Security–see bio and blurb below.)

•    **Locations:** Encounter mainly visits **known areas** where international tourists travel regularly. Other locations are ones that Encounter trips have traveled to previously, and our regional staff team have vetted and spent time in every location we visit.

•    **Relationships:** Encounter has been in this business for over a decade and our success is in part predicated on the wide network and depth of relationships we hold and have nurtured over ten years with Palestinian civil society leaders in the West Bank and East Jerusalem. Our staff team has relationships with all of our speakers and service providers. Encounter travels as a group at all times with **visible Palestinian community members** who are known to Encounter and well-known in the Palestinian community. In doing so, Encounter participants are identified to Palestinian onlookers as a friendly rather than invasive presence.

•    **Agents, Advance Monitoring & On-Call Services:** Encounter contracts with MAX Security to have a security-minded guard with the group throughout the entire program, advanced monitoring services (where agents travel ahead of the group to ensure venues are cleared as “safe”) and security experts “on call” throughout the whole program. There is a command center in Tel Aviv monitoring our travel at every junction, and in touch directly both with the security minded guard who will be on our trip. They also are connected with related Israeli and Palestinian security (including the IDF and the PA), should the highly unlikely need arise.

•    **Adjustments and Discretion:** To ensure the safety and well-being of our staff and participants, we reserve the right to change our itinerary at any point in time *without advance notice*. We do not circulate itineraries in advance of the trip, nor do we share our itineraries electronically for security reasons. Participants are asked not to broadcast on social media where we are at any given time until after we have left that location.

**WHAT WE ASK OF YOU TO KEEP THE GROUP SAFE:**

1.           **STAY WITH THE GROUP AT ALL TIMES –** We know you are grown-ups. That said, **Encounter participants are prohibited from leaving the group at any point when in public areas** *–* whether to go shopping or to walk around. Participants are prohibited from leaving the hotel after program hours unless accompanied by Encounter staff and security minded- guard.

2.           **AWARENESS OF THE POWER OF SYMBOLS IN A CONFLICT ZONE –** We are traveling in a conflict region where symbols and iconography are loaded with meanings beyond what we might ascribe to them. To ensure **Encounter groups appear like any of the other many international tourist groups** that frequent the areas we visit, Encounter participants are asked not to display external signs of Israeli or Jewish identity *–* including *kippot*, *tzitzit,* Israeli flags and Hebrew writing *–* and are asked to refrain from speaking Hebrew. We recognize this policy is unsettling for many reasons, including historical ones. Please understand it is a necessary security requirement. Our Palestinian speakers are aware that we are a Jewish group and welcome the opportunity to connect with Jewish leaders; the above precautions apply to our time as a group traveling in public spaces in Palestinian areas.

3.           **ADHERE TO OUR SOCIAL MEDIA PROTOCOL –** While we appreciate those who wish to share with the world their experiences on the trip, we ask all participants to refrain from sharing names or photos of individuals on the trip (without their explicit permission) and not to broadcast our locations publicly via social media. This includes ensuring any posts you make during the trip have the “location” function disabled such that a reader isn’t able to discover the group’s location from your post.

4.           **DO NOT SHARE GROUP’S ITINERARY –** While we do not distribute electronic copies of our itinerary, we will be handing out hard copies of the 4-day itinerary at the start of the trip. We ask you to take extra care to take the itineraries with you when the group moves venues and not to share locations outside the group.

5.           **REGISTER WITH YOUR EMBASSY –** Encounter strongly recommends that participants **register with their embassy** for the time they are in Israel and the region, and read their embassy’s suggestions regarding travel and safety. (To register with the US embassy: step.state.gov/STEP/Pages/Common/Citizenship.aspx).

**MORE ABOUT OUR SECURITY CONSULTANTS**

**MAX Security Solutions**

“Business as Usual. Where it’s Not.” MAX Security Solutions, founded in 1996, is a leading player in comprehensive security and risk management solutions. MAX provides intelligence-gathering assets including real time information, tactical monitoring and actionable recommendations fed directly to the field team protecting their client’s interests and focusing on protection, prevention and risk management. MAX operates globally using local knowledge and operational teams in select areas around the world. MAX operatives are vetted, elite, reliable, security and crisis management professionals, operating in full coordination with our Global Command Center. Visit [max-security.com](http://max-security.com/) for more information.

**Eyal Offer, *MAX Executive Operations Manager – Professional Profile***

-  Israeli Special Forces unit – Company Commander and combatant - (concluded his service as Major)

-  Officer’s Academy (Infantry and Rescue Team Commando Supplement)

-  Senior VP Operations and Medic at Max Security Solutions

-  Project Manager at MAX Security Solutions – As a project manager over MAX’s Mega projects (long term security projects) crossing the globe, Eyal is tasked with using his professional skills and knowledge gained over many years of experience in the security industry. The 24 hour running of logistics and client support from overseas and on ground draw on his ability to recognize and defuse potentially dangerous situations-that involves control, risk assessment, the ability to make on the spot decisions and carry these decisions out.

-   Operated close protection assignments for the corporate world / private sector in various industries including: engineering, technology, investment banking, oil and gas, shipping, communication and more.

-   Years of Experience: Army - 6 Years of Official Service and 15 years serving in the reserves Security Industry Experience - 15 Years

**More questions?**

It is important to us that all participants feel confident that their safety needs are being met. Participants with further questions or concerns not addressed her are encouraged to reach out to Encounter’s Deputy Director, Heidi Rosbe (Heidi@encounterprograms.org). If desired, we are happy to set up a meeting for participants with Eyal Offer, MAX Security.