



# American Physicians Fellowship For Medicine in Israel

2001 Beacon Street, Suite 210, Boston, MA 02135-7771

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## CONSENT, INDEMNIFICATION, RELEASE, AND WAIVER OF LIABILITY

On behalf of myself, my spouse, children, heirs, beneficiaries, executors and administrators, in exchange for receiving permission from American Physicians Fellowship for Medicine in Israel ("APF") to provide volunteer services under the auspices of the APF Emergency Medical Volunteer Program (the "EMV Program"); and understanding and acknowledging that I will be required to travel, live, work and perform tasks in countries where I may be subjected to considerable risks, including, but not limited to, the risks of international travel, terrorism, civil unrest and exposure to disease;

I do hereby **CONSENT** to participate in the EMV Program on the terms and conditions herein stated, and do hereby **ASSUME** all of the risks, both foreseeable and unforeseeable, associated with such participation, and do hereby **INDEMNIFY, RELEASE, WAIVE LIABILITY** and **FOREVER DISCHARGE** and **HOLD HARMLESS** APF, its affiliates, and each of their respective officers, directors, employees, agents, volunteers, successors and assigns (collectively, the 'Indemnitees'), from and against any and all losses, liabilities, actions, claims and demands of any nature, past, present or future, including, without limitation, reasonable attorneys' fees and court costs, that may result from or in any way relate to my participation in the EMV Program.

1. I understand that this Agreement is a release, indemnification and a waiver of liability for the benefit of the Indemnitees and that by this Agreement I am assuming the risks of traveling to, living and working in such foreign countries as APF may select in order to participate in the EMV Program. I understand that I will be traveling and working in areas where health and sanitation practices may be below United States standards.
2. I understand that the parties I am releasing may hereafter make mistakes, commit acts or otherwise fail to do things which may cause my death, injury, illness or loss of property or other serious harm. I am assuming that risk; and if such should occur, it is my loss and I understand that this release and waiver releases the Indemnitees from any liability incident to such loss. I or anyone claiming under me cannot seek any damages, compensation or other remuneration from any of the Indemnitees for that loss. I understand that I am indemnifying and holding the Indemnitees harmless from and against any liability as a result of my voluntary participation in the EMV Program.
3. I understand that APF shall not provide me with insurance coverage of any kind and I have been advised by APF to secure my own insurance coverage in connection with my participation in the EMV Program.
4. I acknowledge that I am not an employee, officer or agent of APF or any of its affiliates within the meaning of any applicable federal, state or local law or regulation, or the laws or regulations of the State of Israel or any other foreign jurisdiction in which I may perform volunteer services for APF.
5. I expressly waive any claim asserting employee status under the laws or regulations of the State of Israel or otherwise asserting this Agreement is in any way governed by such laws or regulations.

6. I acknowledge that this Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts without giving effect to the conflicts of laws principles thereof.
7. I consent to the non-exclusive jurisdiction of the federal and state courts located within the Commonwealth of Massachusetts to adjudicate any dispute that may arise under this Agreement or in connection with my participation in the EMV Program, and I hereby specifically consent to service of process by certified or registered mail at the address set forth below.
8. I agree that in the event that any term or condition contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other term or condition of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable term or condition had never been contained herein.
9. I acknowledge that I have completely read and understood this document. I am signing this document freely and voluntarily and without any coercion or any influence of any kind. I acknowledge that there have been no promises, representations or inducements to my signing this document other than those set forth herein.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
HOME ADDRESS

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
CITY, STATE AND ZIP CODE

DATE: \_\_\_\_\_