

## **ASSUMPTION OF RISK, INDEMNITY AND RELEASE**

Please print out and complete.

I, \_\_\_\_\_, of my own free will seek to attend a retreat ("Retreat") or visit ("Visit") Sakya Monastery's Tara Meditation Center at Earth Sanctuary. I understand that my participation in a Retreat or a Visit is contingent upon my agreement to and execution of this Assumption of Risk, Indemnity and Release agreement ("Release"). Accordingly, in consideration for my participation in a Retreat or Visit, I agree, on behalf of myself, my heirs, and assigns, as follows:

I am over the age of eighteen, am competent to execute this Release, and am in good mental and physical health. I certify that all information on this form is true and correct.

I understand that Sakya Monastery's Tara Meditation Center at Earth Sanctuary is located near Freeland, Washington on South Whidbey Island on 72 acres of forest, wetlands, ponds, and peatlife and that it is a wildlife sanctuary. I understand that a Retreat or Visit at Sakya Monastery's Tara Meditation Center at Earth Sanctuary is a focused time for spiritual practice as directed and supervised by H.H. Jigdal Dagchen Sakya (aka Rinpoche) or H.E. Jamyang Dagmo Kusho (aka Dagma). I understand that while at Sakya Monastery's Tara Meditation Center at Earth Sanctuary part of the spiritual practice may involve hiking, fasting, and/or yoga. I understand that neither Earth Sanctuary I LLC or Sakya Monastery of Tibetan Buddhism, nor any of their respective directors, officers, employees, or agents, have made any investigation into or representations regarding the character or mental health of Retreat participants or Visitors. I am aware that while at Sakya Monastery's Tara Meditation Center at Earth Sanctuary certain dangers may occur, including but not limited to, the hazards of hiking in the wilderness, wild animals, the forces of nature, or accidents or illness in remote places without medical facilities. I understand that it is not the function of Earth Sanctuary I LLC, or Sakya Monastery of Tibetan Buddhism, or any of their respective directors, officers, employees, or agents, to serve as guardians of my physical or mental health or safety while on a Retreat or Visit.

I assume any and all risk of personal injury, death, property damage or other injuries or damages arising out of or in connection with my participation in a Retreat or Visit. I agree not to hold Earth Sanctuary I LLC, or Sakya Monastery of Tibetan Buddhism or any of their respective directors, officers, employees, agents, predecessors, successors, or assigns, responsible for, and I hereby forever waive and release any claims, actions, or causes of action for, any personal injury, death or property damage, or other injuries or damages (including those for the rendering or failure to render first aid, medical treatment or other treatment or service) arising out of or in connection with, my participation in a Retreat or Visit, other than that resulting from or arising out of the intentional, willful, or wanton acts of Earth Sanctuary I LLC, or Sakya Monastery of Tibetan Buddhism, or their respective directors, officers, employees, agents, predecessors, successors, or assigns. This Release expressly includes the assumption of risk and release of any claims, actions, or causes of action, for personal injury, death or property damage, or other injuries or damages, alleged to result from or arise out of any negligence by Earth Sanctuary I LLC, or Sakya Monastery of Tibetan Buddhism, or any of their respective directors, officers, employees, agents, predecessors, successors, or assigns, expressly including, without limitation, negligent supervision, negligent or intentional infliction of emotional or mental distress, or premises liability. The term "agents" as used in this document expressly includes Sakya Monastery's Tara Meditation Center at Earth Sanctuary, Earth Sanctuary I LLC, and Sakya Monastery of Tibetan Buddhism.

I agree that I, and not Earth Sanctuary I LLC, or Sakya Monastery of Tibetan Buddhism, or any of their respective directors, officers, employees, agents, predecessors, successors, or assigns, shall be fully responsible for payment of any bills for medical services rendered to me as a result of any

accidents, injuries, or illnesses arising during or in connection with my participation in a Retreat or Visit. I further agree to indemnify and hold harmless Earth Sanctuary I LLC, Sakya Monastery of Tibetan Buddhism, or any of their directors, officers, employees, agents, predecessors, successors, and assigns for all costs, damages, and/or awards, including attorneys' fees, arising out of any demands, causes of action, claims, counterclaims, or crossclaims brought by any other person or entity against Earth Sanctuary I LLC, or Sakya Monastery of Tibetan Buddhism, or Sakya Monastery's Tara Meditation Center at Earth Sanctuary, pertaining to, arising out of, or as a result of any act or omission by me, intentional, negligent or otherwise, in connection with the Retreat or Visit. The provisions of this Release are severable. If any part of this Release is found to be unenforceable, the other provisions shall remain fully valid and enforceable. This Release is governed by the laws of the State of Washington. I consent to personal jurisdiction in Washington state in connection with any claims, actions, or causes of action, for personal injury, death or property damage, or other injuries or damages, alleged to result from or arise out of or in connection with my participation in a Retreat or Visit.

I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND EARTH SANCTUARY I LLC, AND THE SAKYA MONASTERY OF TIBETAN BUDDHISM, AND I HAVE SIGNED OF MY OWN FREE WILL.

\_\_\_\_\_ (Signature) Date \_\_\_\_\_

\_\_\_\_\_ (Print name)

Please return this form along with your **100% payment** and **completed application form** to the **Sakya Monastery**.