

Dakini Mountain and Ngakpa International

PARTICIPANT AGREEMENT, WAIVER OF LIABILITY AND ASSUMPTION OF RISK

(Instructions: Please complete this form return to Dakini Mountain and Ngakpa International by scanning and email to: info@buddhiststudiesinstitute.org This completed form must be on file with NI or you will not be allowed to participate in the event.)

In consideration of myself being invited to participate in approved activities (only) and for the benefit of the Staff, Sponsors & Partners of Dakini Mountain and Ngakpa International, their agents, owners, officers, volunteers, participants, employees, sponsors, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "DM & NI"), duly acknowledged and received, I hereby agree to release, indemnify, and discharge DM & NI, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows

1. I ACKNOWLEDGE and fully understand that meditation, yoga, hiking, emotional and physical yogic exercises are collectively "Approved Possible Activities" at the premises of DM & NI.
2. I ACKNOWLEDGE and fully understand that on the premises, there exist certain equipment for possible unapproved activities for which I do not have permission to participate in including swimming, diving, canoeing, use of ropes course, rope swing, rope climbing, zip lining, rock climbing, mountain biking, cliff scaling, kayaking, skiing, snowboarding, sledding, ice skating, hockey, water sports and use of off road vehicles are collectively "Unapproved Activities". Should I do so, I understand I will be trespassing and will then have a legal status of that of a 'Trespasser'. _____ (Initial Here)
3. I ACKNOWLEDGE and fully understand that "Approved Possible Activities" involve known, unknown and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks cannot be eliminated. These risks include, among other things: slipping and falling, loss of control of machine, falling objects, water hazards; exhaustion, exposure to temperature and weather extremes which could cause hypothermia, hyperthermia, heat exhaustion, sunburn, dehydration, exposure to potentially dangerous animals and people, insect bites, hazardous plant life, equipment failure, improper use of equipment by others, altitude and improper lifting or carrying.
4. The Staff and Sponsors of DM & NI seek safety as a goal first.
THEREFORE, I UNDERSTAND that I must know my own capabilities and take full responsibility for not exceeding my limitations in the participation, practices and Programs organized by DM & NI. I take full responsibility for consulting medical doctors in evaluation of my mental and physical capabilities before participating or training for such Programs. I accept full responsibility for selecting the appropriate level of gear, shoes, supplies for the Programs and for the intensity and duration of the Programs and for any injury that I might experience when participating in such activities.
I ACKNOWLEDGE that no specific benefits or results have been promised or assured me resulting from my participation in any of the DM & NI's organized Programs or activities.
5. My participation in any activity is purely voluntary, and I elect to participate in spite of the risks both known and unknown to me.
I UNDERSTAND that I am responsible, before such Program risks and related activities, to advise DM & NI and their representatives of any injury or medical condition that might affect my participation in such Programs and obtaining appropriate medical releases and treatment prior to my participation.
I acknowledge my responsibility to inform DM & NI immediately of any injury or medical condition that

Dakini Mountain and Ngakpa International

PARTICIPANT AGREEMENT, WAIVER OF LIABILITY AND ASSUMPTION OF RISK

may occur during my participation in such Programs and, in the event of any injury or accident, consent to DM & NI obtaining appropriate medical releases and treatment on my behalf as reasonably appropriate

6. I HEREBY freely and voluntarily assume any and all risks, risk of injury or physical discomfort, loss or damage associated with my participation in such Programs and related activities. I agree to protect, indemnify and save harmless DM & NI and their authorized agents and representatives from and against any and all expenses, damages, claims, suits, actions, judgments, fees and costs whatsoever, including reasonable attorneys' fees and costs, witness fees and per diem, relating to or arising out of, or in any way connected with, actions, negligent acts or omissions of DM & NI, or its agents, employees, directors or members/managers or any claim or action for personal injury, death, or other cause of action involving participant. DM & NI shall be given prompt notice of any such action or claim.
7. I HEREBY waive and release any claim(s) that I, or any third parties acting on my behalf or on their own behalf, may have at any time, now or in the future, for any physical and/or psychological injury, against DM & NI or any of its agent(s), and/or representative(s) in any way involved therewith with the above-mentioned activities.
8. I certify that I have adequate insurance to cover any injury or damage to myself or others I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
9. In the event that I file a lawsuit against DM & NI, forum shall be in the state of California, and I further agree that the substantive law of California shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
10. I have carefully read and fully understand this Agreement and Release, and accept the stated terms and conditions. I have been given the opportunity to ask questions and/or consult an attorney and/or medical doctor of my choice prior to signing this document.

Code of Conduct Guidelines:

As a participant in a DM & NI event, I agree to conduct myself in a manner that is consistent with the following guidelines:

- I will respect fellow participants and the surrounding community by observing quiet time after 10PM and until 7AM. I will not operate my motor vehicle while under the influence of alcohol. I agree to respect my fellow participants and take full responsibility for my actions.
- In the event of an accident, DM & NI will, to the best of its ability, attempt to notify the person I have listed on my Registration Form as Emergency Contact, or upon my request, will marshal emergency services on my behalf. If DM & NI or any participants are willing and able to do so, an offer of evacuation or vehicle recovery may be offered, but is neither required nor guaranteed. In the event I accept evacuation or recovery, I understand that any person offering such aid acts as a Good Samaritan, and may not be held responsible for any further injury or damage suffered in the course of evacuation or

Dakini Mountain and Ngakpa International

PARTICIPANT AGREEMENT, WAIVER OF LIABILITY AND ASSUMPTION OF RISK

recovery. If I authorize emergency services, or if DM & NI authorizes such on my behalf in the event I am incapacitated and unable to do so, I agree and understand that payment for such is my sole responsibility.

- By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I will be found by a court of law to have waived my right to maintain a lawsuit against DM & NI.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant: _____

Print Name: _____

Address: _____
Street Address City State Zip

Phone: _____ Date: _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18).

In consideration of: _____ (print minor's name)
("Minor") being permitted by DM & NI to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless DM & NI from any and all claims which are brought by, or on behalf of the above named Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian Signature: _____

Print Name: _____ Date: _____