



## Visitor Release and Waiver of Liability

*(Revised and Approved on May 22, 2023)*

I acknowledge that I have voluntarily consented to participate in certain retreats, activities, events and/or trips partially or wholly sponsored, organized, directed, conducted or paid for by Tara Mandala, a Colorado non-profit corporation (“*Tara Mandala*”), and to stay in lodging provided by Tara Mandala. In exchange for the ability to participate in the foregoing programs and activities (collectively, “*Tara Mandala Activities*”), I hereby irrevocably and unconditionally agree for myself and my heirs, estate, insurers, successors and assigns as follows:

1. **Acknowledgement And Assumption Of Risk.** I understand that Tara Mandala Activities may involve various outdoor activities (e.g. camping, hiking, walking, swimming) and meditation involving intense psychological and/or spiritual exercises. I understand that Tara Mandala Activities take place in a wilderness setting where rescue and medical services are limited, and where hazardous conditions may exist while participating in Tara Mandala Activities, including but not limited to, extreme weather conditions, steep hillsides, cliffs, falling rocks, ravines, densely wooded areas, poisonous plants, ponds, wildlife such as deer, elk, coyotes, birds, cougars, bears, poisonous snakes and disease-bearing insects. I acknowledge that any and all Tara Mandala Activities may be hazardous and may result in severe injury, loss, damage, or death. I understand that I am solely responsible for my own safety, and for taking every precaution to provide for my physical and mental wellbeing while participating in Tara Mandala Activities. I understand that Tara Mandala has no obligation to provide medical care, and has not undertaken the responsibility to do so. I understand that many Tara Mandala Activities are led by volunteers or staff whose abilities, skills, equipment and actions are not independently controlled or verified by Tara Mandala. **I understand and have considered and evaluated the nature, scope and extent of the risks involved, and I voluntarily and freely choose to assume such risks.**

2. **Release From Liability; Covenant Not To Sue; Indemnification.**

a. I fully and forever release and discharge Tara Mandala, its volunteers, employees, agents, partners, leaders, instructors, members, guides, officers, directors, representatives, owners or operators of Tara Mandala Activities, facilities, equipment and vehicles, and all others involved in Tara Mandala Activities (the “*Released Parties*”) from any and all injuries (including death), losses, damages, claims, demands, lawsuits, expenses, and any other liability of any kind, of or to me, my property, or any other person, directly or indirectly arising out of or in connection with my participation in or attendance at Tara Mandala Activities, even if it is due to the negligence of the Released Parties (“*Released Claims*”).

b. I agree not to sue the Released Parties for any Released Claims.

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c. I agree to hold harmless, defend and indemnify the Released Parties from any and all Released Claims. This means that, among other things, I will reimburse the Released Parties if anyone makes a claim against the Released Parties based on injuries, losses or damages that I may suffer.

3. **No Insurance; Medical Expenses.** I understand that Tara Mandala and others involved in Tara Mandala Activities do not provide me with any insurance for any illness, accident, injury, loss, or damage that may arise in connection with my participation in or attendance at any Tara Mandala Activities. If I want insurance of any kind, I must obtain my own insurance. I will pay my own medical emergency expenses and all subsequent medical expenses associated with any illness, accident, or injury in connection with any Tara Mandala Activities.

4. **Governing Law.** This Release and Waiver of Liability shall be governed by the laws of the State of Colorado. I hereby consent to the exclusive jurisdiction of the state and federal courts located in Denver, Colorado for resolution of any disputes arising out of this Release and Waiver of Liability.

5. **Severability.** I expressly agree that this Release and Waiver of Liability is intended to be as broad and inclusive as permitted by the laws of the State of Colorado and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**I have read the above carefully before signing and understand its terms, including giving up substantial legal rights.**

Participant Name (print): \_\_\_\_\_

Name of Parent/Guardian if participant is under 18 yrs old (print): \_\_\_\_\_

Signature of Participant (18 or older)/Parent /Guardian: \_\_\_\_\_

Date Signed: \_\_\_\_\_



## Publicity Release

*(Revised and Approved on May 22, 2023)*

\_\_\_\_\_ I hereby give Tara Mandala and its assigns permission to take, use, edit, reproduce, maintain, store, distribute, digitally transmit, and publish (collectively, to “*Use*”) video (including audio recordings) and/or photographs containing images of me (the “*Reproductions*”) in connection with any Tara Mandala Activity in which I participate. I agree that (a) Tara Mandala may Use the Reproductions in whole or in part, as well as my name, image, likeness, voice and biographical information, in any media (including, without limitation, online, broadcast, and print) in any manner throughout the world (including in any advertising, publicity or marketing), in perpetuity; (b) I have no approval rights regarding the Reproductions or any Uses of the Reproductions and (c) I have no rights to any compensation based on the Use of the Reproductions.

\_\_\_\_\_ I hereby **DO NOT** give Tara Mandala and its assigns permission to take, use, edit, reproduce, maintain, store, distribute, digitally transmit, and publish (collectively, to “*Use*”) video (including audio recordings) and/or photographs containing images of me (the “*Reproductions*”) in connection with any Tara Mandala Activity in which I participate.

**I have read the above carefully before signing and understand its terms, including giving up substantial legal rights if I have chosen to give permission to Tara Mandala.**

Participant Name (print): \_\_\_\_\_

Name of Parent/Guardian if participant is under 18 yrs old (print): \_\_\_\_\_

Signature of Participant (18 or older)/Parent/Guardian: \_\_\_\_\_

Date Signed: \_\_\_\_\_