



HỆ THỐNG CHÙA TÂM NGUYỄN

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WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

REGARDS TO THE EVENT OF BUDDHISM LEARNING RETREAT.....

Name: Dhrama Name:

Address:

Phone: Email:

Emergency Contact: Phone:

1. In consideration for participation in the event of the SUMMER BUDDHISM LEARNING RETREAT organized by Tam Nguyen Temple, a nonprofit organization in the State of Washington, I..... hereby affirm, RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Tam Nguyen Temple, the Board of Directors, their officers, or volunteers (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, economic or emotional loss, damage, accidents, physical or psychological injury, pain, suffering, illness, temporary or permanent disability including paralysis or death, that may be by me, or to any property belonging to me, while participating in such activity, or while in, on, or upon the premises where the activities is being conducted or in transportation to and from said premises, REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF THE RELEASES, or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law.

2. To the best of my knowledge, I can fully participate in this event. I am fully aware of risks and hazards associated with traveling to/from and participating in the event, including but not limited to the risks as noted herein, and I hereby elect to voluntarily participate in said event, and to enter the Tam Nguyen Temple premises and engage in such event knowing that the event may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may sustained by me, or any loss or damage to property owned by me, as result of being engaged in such an event, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law.

3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any and all loss, liability, damage, accidents, injury and even death or costs, including any medical costs, court costs, and attorney's fees, that may incur due to my participation said in an event, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.

4. It is my intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse (if any), If I am alive, and my heirs, assigns and personal representative, if I am not alive, shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Washington.

5. I acknowledge that this event takes places outdoors and indoors and therefore includes risks associated with exposure to elements, terrain, facilities, equipments, vehicular traffic, temperature, weather, condition of participant, excessive heat, lack of hydration, hypothermia, fatigue, chill, or dizziness, impact of the body upon the water, injection of water into my body orifices, encountering objects either natural or man-made, attack by or encounter with insects, reptiles, and/or animals with risks of attacking, kicking, biting, shying away, running off or otherwise moving in an unanticipated manner causing injury or death.

6. I acknowledge that Tam Nguyen Temple and their directors, officers, volunteers, sponsors, and representatives run a nonprofit event, therefore are not responsible for the errors, omissions, acts, or failures to act of any part or entity conducting a specific activity on their behalf.

7. I acknowledged while participating in this event, I agree to observe and conduct all posted rules and warnings, and further agree to follow any oral instructions, instructions made by or directions given by the person or persons in charge of said event and that I will further assume the complete risk of any activity done in violation of any rule, directive, or instruction.

8. I acknowledge and understand while participating in this event, I may be photographed and video recorded. I hereby grant and convey onto Tam Nguyen Temple, a nonprofit organization all the rights, title, and interest in any and all photographic images and video or audio recordings made by Tam Nguyen during the Participant's activities with Tam Nguyen Temple, likeness to be used for any publishing purposes.

9. I hereby give my permission, consent and authorization for any medical treatment deemed necessary by a hospital or physician. I appoint the event coordinator and/or director my lawful agent with power to authorize and consent to the administration of medical treatment during the aforementioned event.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the forgoing WAIVER of LIABILITY and HOLD HARMLESS AGREEMENT, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the forgoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound the same.

IN WITNESS WHEREOF,

I have here unto set my hand on this..... day of 20

Participant Name:

Participant Signature (Parent must sign if under 18 years old):