



Assumption of Risk and Release Agreement

Any activity has inherent risks, and we want you understand the specific risks involved in the Golden Bowl Foundation program you are considering enrolling in. Physical and emotional safety is a high priority for Golden Bowl retreats, and it is important that you take full responsibility for your safety. Please read this entire document carefully before signing. This form applies to all Golden Bowl programs, although some do not involve outdoor activity. Please read the materials about your retreat so that you understand the physical elements involved.

PART A: ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

All Golden Bowl retreats include intensive meditation practices, and usually involve extended periods of silence. Golden Bowl retreats may also include hiking, backpacking, camping, strenuous work practice, and transportation to and from activities. **The following describes some, but not all, of the risks, hazards and dangers associated with these activities:**

Risks present in an outdoor or wilderness environment. These risks include travel in high altitude, mountainous or wilderness terrain, both on and off trail. Participants may be subject to lightning, strong winds, fast moving rivers or other water bodies, falling rocks, extremely hot or cold temperatures, stinging or disease carrying insects, contaminated water, wild animals and other natural or man-made hazards. Hazards may not be marked or visible and weather is unpredictable.

Risks of intensive meditation practice. Intensive meditation practice may exacerbate underlying mental health conditions, or lead to intense and unusual psychological, spiritual, or physical mind/body states that can be emotionally traumatizing.

Risks involved in decision making and conduct. A retreat leader, representative, volunteer, co-participant or contractor may misjudge a participant's capabilities, or misjudge medical treatment, weather, terrain, water level, route location.

Risks associated with travel. Travel to or from activities by vehicle may be over rough and unpredictable terrain, or in snow, sleet, rain or other adverse weather conditions.

Risks connected with geographic location. Activities may take place in remote places, several hours or days from medical facilities, causing potential delays in communication, transportation, evacuation and medical care.

Risks regarding conduct. The participant, or other participants or third parties (e.g. driver, rescue squad, hospital) may cause harm by acting carelessly or recklessly. A participant may react adversely or suffer emotional trauma arising out of her participation on the retreat.

PART B: RELEASE AND INDEMNITY AGREEMENT

Please read carefully. This section contains a Release and Indemnity Agreement and surrender of certain legal rights. *Certain federal land agencies do not allow service providers, including GOLDEN BOWL, to be released by their clients from liability for injuries or other losses occurring while operating under permit on those federal lands ('restricted federal lands').* **Therefore, except to the extent federal policy prohibits me from doing so on restricted federal lands, I agree as follows:**

- (1) to release and agree not to sue Golden Bowl** in regard to all claims, liabilities, suits, or expenses (including reasonable costs and attorneys' fees) (hereafter collectively 'claim' or 'claims'), in any way connected with my enrollment or participation in these activities, or use of Golden Bowl equipment or facilities. **I understand that in signing this Document, I, and anyone acting on my behalf, surrender all rights to make a claim against Golden Bowl, for any injury, damage, death or other loss suffered by me;**
- (2) to defend and indemnify** (meaning protect by reimbursement or payment) **Golden Bowl** in regard to all claims:

- (a) brought by or on behalf of me, my child, or a family member, for any injury, damage, death or other loss in any way connected with my enrollment or participation in these activities, or use of Golden Bowl equipment or facilities; and/or,
- (b) brought by a co-participant or any other person, for any injury, damage, death or other loss to the extent caused by my conduct in the course of participating in these activities or using Golden Bowl equipment or facilities.

This Release & Indemnity Agreement includes any losses caused or alleged to be caused, in whole or in part, by the negligence of Golden Bowl (but not its gross negligence or intentional or reckless misconduct), and includes claims for personal injury, property damage, wrongful death, breach of contract or otherwise.

PART C: CONCLUSION

In consideration of the services of The Golden Bowl Foundation, Inc., and its agents, owners, officers, employees, representatives, volunteers, independent contractors and all other persons or entities associated with it, I agree as follows:

I am voluntarily participating in this retreat, and signing this form of my own free will.

I understand that the activities I will participate in involve inherent and other risks, hazards and dangers that can cause injury, property damage, illness, mental or emotional trauma, disability or death to participant or others, as described above. I assume and accept full responsibility for me, for the inherent and other risks of these activities (both known and unknown) and for any injury, damage, death or other loss suffered by me, resulting from those risks, or resulting from my own negligence or other misconduct. I understand that Golden Bowl cannot assure my safety or eliminate any of these risks, and that during both supervised and unsupervised activities, all participants share in the responsibility for their own safety.

I acknowledge that Golden Bowl staff is, and have been available should I have further questions about these activities or the risks, hazards and dangers associated with them.

I have no mental or physical problems or limitations which might affect my ability to participate that I have not disclosed to Golden Bowl. I am fully capable of participating in these activities without causing harm to myself or others.

I agree that this Document, any dispute I have with Golden Bowl, and all other aspects of my relationship with Golden Bowl are governed by the substantive laws of the State of Colorado (without regard to its conflict of laws rules), and that any mediation, suit, or other proceeding must be filed or entered into only in the State of Colorado. I agree to attempt to settle any dispute (that cannot be settled by discussion) through mediation before a mutually acceptable Colorado mediator.

I authorize Golden Bowl staff, representatives, volunteers or contractors to obtain or provide medical care for me or to transport me to a medical facility. **I also authorize** Golden Bowl staff, volunteers, contractors or other medical personnel to render such treatment they consider necessary for my health. **I agree** to pay all costs associated with medical care and emergency transportation.

I authorize Golden Bowl and/or parties or entities designated by Golden Bowl, to take my photo and to use it for promotion of Golden Bowl activities. All negatives and prints are the property of Golden Bowl.

I agree to obey all Golden Bowl safety guidelines and policies. I understand that Golden Bowl reserves the right to remove any participant from the program that staff believes, in their discretion, presents a safety concern or medical risk, is disruptive, or otherwise conducts himself or herself in a manner detrimental to the program. If I am dismissed or depart for any reason, I understand that I am responsible for any and all costs of early departure whether for medical reasons, dismissal, or otherwise.

Any portion of this Document deemed unlawful or unenforceable shall not affect the enforceability of the remaining provisions and those remaining provisions shall continue in full force and effect.

I have carefully read, understand and voluntarily sign this Document and acknowledge that it shall be effective and binding upon me and my family members, heirs, executors, representatives and estate.

Participant Signature

Date

Print name here