

# Buddhist Temple of Salinas Liability Release and Waiver

The parties to this Release are

\_\_\_\_\_ (Participant),

\_\_\_\_\_ (Participant's parent or legal guardian if under 18 all referred to hereafter jointly and severally as "Participant"), and The Buddhist Temple of Salinas. The Participant, has chosen to use the facilities of the Buddhist Temple of Salinas for their activity (hereafter "Activity").

**Assumption of Risk.** Participant expressly understands and agrees that participant in Activities presents risks to Participant both serious and minor, including but not limited to head or other injuries, loss of sight, broken bones, brain damage, paralysis and death. Participant is responsible for researching and evaluating the risks she/he may face and is responsible for her/his actions. Participant further recognizes, understands and agrees that The Buddhist Temple of Salinas assumes no responsibility for any liability, damage or injury that may be caused by Participant's negligence or willful acts committed prior to, during or after participation in the Activity, or for any liability, damage or injury caused by the intentional or negligent acts or omissions of any other participant in the Activity, or caused by any other person.

**Indemnification and Hold Harmless.** Participant specifically understands that she/he is personally responsible, agrees to indemnify, defend and holds harmless the Buddhist Temple of Salinas, their board of directors, officers, faculty, students, employees and volunteers, from any action, claim, or demand that his/her heirs, or legal representatives, have or may have for any and all personal injuries he/she may suffer or sustain, regardless of cause or fault as a result of his/her voluntary decision to participate in the Activity or related activities, on or off the property including reasonable attorneys' fees and/or any other associated costs, caused by any act or omission of Participant resulting from direct or indirect participation in the Activity.

**Release of Claims.** In consideration of being allowed to participate in the Activity, Participant, his/her heirs, executors, administrators, employers, agents, representatives, insurers, and attorneys, hereby release and discharge the Buddhist Temple of Salinas, their board of directors, officers, faculty, students, employees, volunteers, agents, and representatives (hereafter "Released Parties") from any and all claims which may arise from any cause whatsoever, including any negligent act or omission by the Released Parties. Participant further releases and discharges the Released Parties from injury caused by the intentional or negligent acts or omissions of any other participant in the Activity, or caused by any other person.

**Termination of Participation.** Participant understands and agrees to abide by all policies, rules, and regulations. Participant shall not engage in inappropriate conduct including the use of inappropriate physical or verbal abuse. Participant understands that, in its sole discretion the

Activity or its representative may terminate Participant's participation in the Activity at any time. Reasons for termination may include, but are not limited to: inappropriate conduct or other behavior by Participant deemed detrimental to the best interests of the Activity; emergencies; or health or safety considerations.

**Physical Condition and Insurance.** Participant attests that she/he is physically capable of participating and has no known health restrictions that might jeopardize her/his safety or health or the safety or health of others during their participation in the Activity.

**Severability.** It is understood and agreed that, if any provision of this release or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this release which can be given effect without the invalid provisions or applications. To this end, the provisions of this release are declared severable.

**Governing Law and Venue.** This release shall be construed in accordance with, and governed by, the laws of the State of California. The venue for any action arising out of this Agreement shall be the County of Monterey, State of California. The parties agree to submit to jurisdiction in Monterey County, California.

**Construction and Scope of Agreement.** The language of all parts of this release shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. This release is the only, sole, entire, and complete agreement of the parties relating in any way to the subject matter hereof. No statements, promises, or representations have been made by any party to any other, or relied upon, and no consideration has been offered or promised, other than as may be expressly provided herein. This release supersedes any earlier written or oral understandings or agreements between the parties.

Participant acknowledges that she/he has read this release and that she/he understands its meaning and effect.

Date:

\_\_\_\_\_

Participant Signature:

\_\_\_\_\_

Participant Printed Name:

\_\_\_\_\_

Parent or Guardian Signature if under 18:

\_\_\_\_\_

Parent or Guardian Printed Name:

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