



ARI BHÖD ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, INDEMNITY AGREEMENT AND AGREEMENT TO ARBITRATE

Welcome to Ari Bhöd, The American Foundation For Tibetan Cultural Preservation, Tehachapi. Ari Bhöd is a non-profit foundation dedicated to preserving the sacred cultural heritage of Tibet. Ari Bhöd was founded by the Venerable Lama Chodak Gyatso Nubpa and friends to honor a deep commitment to preserving the ancient Vajrayana teachings from both the practice and academic perspectives. Most of our work is done by volunteer staff, which includes the ongoing renovation and building of the retreat center.

Voluntary Participation

The undersigned has voluntarily chosen to participate in activities being held at the Retreat Center of The American Foundation For Tibetan Cultural Preservation, a California corporation ("Ari Bhöd"), located at 16175 Paradise Valley Road, Tehachapi, California ("Facilities").

Safety

Much of the land at the Facilities is undeveloped, and there may be crevasses and similar hazardous conditions upon the Facilities. The Facilities are surrounded by forest, and various species of wild animals, including bears, mountain lions, deer, raccoon, rattlesnakes, ticks that carry Lyme disease, and spiders live on or near our land. There is an unfilled swimming pool next to the shower house and access is unrestricted. Finally, do not drink water from the stream. Please be mindful during your stay at the Facilities to take the necessary precautions to avert accidents or mishaps.

Health Care

The Facilities do not have our own medical facility. Sometimes visitors with medical or alternative health care training may offer help or advice. If the Undersigned chooses to accept their help, please understand that they are acting entirely on their own initiative and not on behalf of, or under the direction of, Ari Bhöd, which shall not be liable for any action or inaction on their part.

Rules

By entering the Facilities you agree that you and anyone with your, including children, will comply with all rules and procedures established by Ari Bhöd.

IN CONSIDERATION for being permitted to utilize the Facilities, the Undersigned, for himself or herself, any accompanying children, and any personal representatives, heirs, and next of kin (collectively "the Undersigned") hereby acknowledges, agrees and represents that he or she has, or immediately upon entering the Facilities will have the opportunity to inspect them. It is further warranted that such entry into the Facilities for observation or use constitutes an acknowledgement that such premises and

all facilities and equipment thereon have been inspected and carefully considered, and that the Undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use or participation by the Undersigned and his or her children.

In further consideration of being permitted to enter the Facilities for any purpose, including, but not limited to observation of use of the Facilities, or participation in the Event, the Undersigned hereby agrees to the following:

1. Release: THE UNDERSIGNED, ON HIS OR HER BEHALF AND ON BEHALF OF HIS OR HER CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Ari Bhöd or its successors, directors, officers, employees, volunteers, agents and assigns (hereinafter referred to as "Releasees") from all liability to the Undersigned or his or her children and all personal representatives, assigns, heirs, and next of kin of the Undersigned for any loss or damage, and any claim or demands on account of injury to the person or property or resulting in death of the Undersigned or his or her children whether caused by the negligence, active or passive, of the Releasees or otherwise while the Undersigned or his or her children is in, upon, or at the Facilities. The Undersigned expressly and knowingly waives all rights under California Civil Code section 1542, which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

2. Indemnification: THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees, and each of them, from any loss, liability, damages or costs they may incur, whether caused by the negligence, active or passive, of the Releasees or otherwise while the Undersigned and/or his or her children is at the Facilities. The Undersigned understands and agrees that Ari Bhöd does not provide insurance to cover the Undersigned and/or his or her children in the event they

or any of them suffer injury, death, property loss, theft or damage of any sort at the Facilities.

3. Assumption of Liability: THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE to the Undersigned and/or his or her children due to negligence, active or passive, of Releasees or otherwise while at the Facilities.

4. Arbitration: The parties agree that any and all disputes, claims or controversies arising out of or relating to this ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT shall be submitted to JAMS, or its successor, for one full day of mediation, and if the matter is not resolved through mediation, then it shall be submitted to JAMS for final and binding arbitration before a single arbitrator pursuant to the JAMS Comprehensive Arbitration Rules. Either party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial full day mediation session or at any time following 45 days from the date of the filing of the request for mediation, whichever first occurs. The arbitration shall be administered by JAMS pursuant to the California Arbitration Act (Calif. Code of Civil Proc. § 1282 et seq.)

Each party shall bear its own attorney's fees and costs in any proceeding to enforce or interpret this Agreement. If the initiating party does not pay its share of the arbitration fees and costs within three months of receiving notice that payment is due, the arbitration will be dismissed, with prejudice. The prevailing party in any arbitration and in

any court proceeding to confirm or modify an arbitration award shall be entitled to recovery of actual and reasonable costs of suit, including attorney's fees.

No arbitration shall be brought and no cause of action shall be asserted against Releases, or any of them, after the expiration of one year from the date of accrual of such cause of action, and any claim or cause of action against releases, or any of them, shall be extinguished and deemed released unless asserted by the timely filing of a written demand for first mediation with JAMS and then arbitration with JAMS within such one-year period.

THE UNDERSIGNED further expressly agrees that the foregoing ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, INDEMNITY AGREEMENT AND AGREEMENT TO ARBITRATE is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS CAREFULLY READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT AND FURTHER AGREES THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT THIS IS AN ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, INDEMNITY AGREEMENT AND AGREEMENT TO ARBITRATE KNOWING THAT I AM GIVING UP VALUABLE RIGHTS. I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD(REN) AND/OR LEGAL WARD(S) AND I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).

I HAVE READ, UNDERSTAND AND AGREE TO THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, INDEMNITY AGREEMENT AND AGREEMENT TO ARBITRATE

Date: _____

Print Name: _____

Signature (if 18 or older): _____

Signature of Parent or Guardian _____