



HANUMAN FELLOWSHIP

445 Summit Road, Watsonville, CA 95076 · (408) 847-0406 · mountmadonna.org

HANUMAN FELLOWSHIP DBA MOUNT MADONNA CENTER AS PROVIDER FOR YOGA DIWALI INDIA PROGRAM

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

I, _____ (name), understand that Hanuman Fellowship and Sri Ram Ashram employees reserve the right to ask you to leave the program should your behavior towards any member of the group, guides, drivers, and service providers be deemed unacceptable or inappropriate.

I also understand that international travel is inherently risky and that the activities that I will undertake while in India also have significant risks. I understand that if I become ill or injured while participating in the Yoga Diwali India Program, I am solely responsible for any medical costs to treat me, whether in India or otherwise.

I certify that I am in good health. If I am under the care of a physician, he or she is aware of and approves of my international travel and participation in Yoga Diwali India Program. I certify that I am not participating in the Yoga Diwali India Program for the treatment of any physical infirmity or chronic ailment or injury.

I hereby acknowledge, warrant, represent and agree that my participation in the Yoga Diwali India Program including my international travel, my travel while in India, and local activities that I participate in involves the risk of injury to persons and property, including, but not limited to, acts of terrorism, malfunction in equipment, slipping and falling, injury from the use of facilities while participating in the Yoga Diwali India Program, and injury from other participants in group activities. The risk of injury also includes, but is not limited to, injuries arising from my use or the use by others, of facilities and equipment while participating in the Yoga Diwali India Program; injuries arising from participation by me or others in supervised or unsupervised activities or programs while participating in the Yoga Diwali India Program; injuries and medical disorders arising from exercising and/or doing yoga

activities while participating in the Yoga Diwali India Program, such as heart attacks, strokes, heat stress, sprains, broken bones, torn muscles and ligaments, neck, back and spinal injuries, and other severe injuries, including the possibility of death, among others; and accidental injuries occurring while participating in the Yoga Diwali India Program. I hereby assume full responsibility for all such risks associated with my participation in the Yoga Diwali India Program, and my interaction, if any, with the staff of the Yoga Diwali India Program, or other persons encountered while participating in the Yoga Diwali India Program.

1. I HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE HANUMAN FELLOWSHIP, THE PROVIDER OF THE YOGA DIWALI INDIA PROGRAM, ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS (HEREINAFTER REFERRED TO AS "RELEASEES") FROM ANY AND ALL LIABILITY TO ME, OR MY PERSONAL REPRESENTATIVES, SUCCESSORS, ASSIGNS, HEIRS, AND NEXT OF KIN FOR ANY LOSS OR DAMAGE AND ANY CLAIM OR DEMAND ON ACCOUNT OF INJURY TO MY PERSON OR PROPERTY, OR RESULTING IN MY DEATH, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, WHILE I AM PARTICIPATING IN THE YOGA DIWALI INDIA PROGRAM.

2. I HEREBY AGREE TO INDEMNIFY, DEFEND, AND SAVE AND HOLD HARMLESS THE RELEASEES, AND EACH OF THEM, FROM ANY LOSS, LIABILITY, DAMAGE, OR COST THEY MAY INCUR DUE TO MY PARTICIPATION IN, OR IN ANY WAY CONNECTED WITH THE YOGA DIWALI INDIA PROGRAM OR PREMISES, EQUIPMENT OR FACILITIES, ASSOCIATED WITH THE YOGA DIWALI INDIA PROGRAM, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

3. I HEREBY VOLUNTARILY ASSUME ALL RISK, KNOWN AND UNKNOWN, OF INJURIES, HOWEVER CAUSED, EVEN IF CAUSED IN WHOLE OR IN PART BY THE ACTION, INACTION, OR NEGLIGENCE OF THE RELEASEES, TO THE FULLEST EXTENT OF THE LAW WHILE I AM PARTICIPATING IN THE YOGA DIWALI INDIA PROGRAM, AND/OR WHILE USING THE PREMISES OR ANY EQUIPMENT OR FACILITIES INVOLVED WITH THE YOGA DIWALI INDIA PROGRAM. I AM VOLUNTARILY ACCEPTING THE RISKS WITH KNOWLEDGE OF THE DANGERS INVOLVED AND I HEREBY AGREE TO ACCEPT ANY AND ALL RISK OF PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE ASSOCIATED WITH MY PARTICIPATION IN THE YOGA DIWALI INDIA PROGRAM.

4. I EXPRESSLY AGREE THAT THE FOREGOING RELEASE, WAIVER, AND INDEMNITY AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY THE LAW OF THE STATE OF CALIFORNIA, AND THAT IF ANY PORTION IS HELD INVALID, IT IS AGREED THAT THE BALANCE SHALL, NOTWITHSTANDING, CONTINUE IN FULL LEGAL FORCE AND EFFECT.

5. I HEREBY RELINQUISH AND WAIVE ALL RIGHTS CONFERRED UPON ME BY PROVISION OF §1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, WHICH READS AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT 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."

I HAVE READ AND VOLUNTARILY SIGNED THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT. I AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS APART FROM WHAT IS STATED IN THIS AGREEMENT HAVE BEEN MADE. I HAVE CAREFULLY READ THIS DOCUMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN ME AND HANUMAN FELLOWSHIP DBA MOUNT MADONNA CENTER, THE PROVIDER OF THE YOGA DIWALI INDIA PROGRAM, AND I SIGN IT OF MY OWN FREE WILL.

Executed on _____
Date including year

By _____
Signature of Releasor