

Assumption of Risks, Waiver of Claims, Release of Liability and Indemnity (hereinafter referred to as this “Waiver”)

By signing this document you acknowledge and agree that you are assuming risks, waiving legal and other claims and rights, including the right to claim damages, and providing a release of liability and indemnity.

In this document the term “the Society” means Gaden Samten Ling Tibetan Buddhist Meditation Society and its representatives, agents, employees, directors, spiritual directors, officers, members, guides, contractors, volunteers, insurers, successors and assigns or any or all of them, and the words “I” or “me” or “myself” means_____.

(printed name of participant)

I acknowledge and agree that the Society is a not-for-profit society that is organizing a trip/religious pilgrimage to India as a fundraising initiative (the “Trip”), that I intend to participate in the Trip, and that I do not wish to see the Society suffer any loss or damage as a result of the participation of either the Society, myself, or anyone else. Accordingly, and in consideration of the Society organizing, conducting and allowing me to participate in the Trip and related activities, and in addition to any other agreement I may have made or will make with the Society, or payment I have or will make to the Society:

1. I acknowledge and agree that travel to and from and within foreign countries does include certain risks, dangers, hazards and potential liabilities including but not limited to personal injury, death, property damage, economic or other loss, expenses, costs, service provider bankruptcy or failure to perform, delays or cancellations of transportation (including flights), hotel rooms or other arrangements, political instability, laws or customs which I may not be aware of or accustomed to, attack by wildlife or others, inferior medical services, insurrection, terrorism, customs or visa difficulties, severe, unusual, extreme or different weather, severe heat, flood, earthquake or other natural calamity, becoming lost or separated from guides or other participants, the negligence of other participants or guides, failure to remain in designated areas, or the Trip’s cancellation, delay or curtailment (the “Risks”) and I FULLY AND VOLUNTARILY ASSUME THESE RISKS and other associated risks as a condition of my participation in the Trip. I further acknowledge and agree that there may be further risks mentioned in the most current Canadian Department of Foreign Affairs and International Trade Travel Report which I have or will read prior to my

departure on the Trip. ACCORDINGLY HAVE ALSO TAKEN OUT SUCH TRAVEL, HEALTH AND OTHER INSURANCE POLICIES AS I HAVE DEEMED APPROPRIATE having regard to the nature of the Trip, the Risks, the other risks referenced above and my assumption thereof.

2. I HEREBY WAIVE any and all claims against or legal right to sue or take action against the Society that I have or may in the future have related to, arising from or associated with the Trip or the Risks, including but not limited to any claim, action or proceedings for loss, costs, expense, damages, debt, judgement or declaration whether arising from tort (including the negligence of the Society), contract, or otherwise.
3. I HEREBY INDEMNIFY AND SAVE HARMLESS the Society from any and all liability, claim, loss, cost, expense, debt, damages, judgement or declaration related to, arising from or associated with the Risks, or the Trip, or my participation in the Trip.
4. This Waiver shall be binding and effective against myself and my heirs, next of kin, executors and representatives.
5. I acknowledge and agree that in entering into this Waiver I am not relying on any oral or written representations or statements made by the Society or anyone else other than that which is set out expressly in this written Waiver.
6. The laws of Alberta Canada will apply to this Waiver and its interpretation, and the Courts of the Province of Alberta shall have the exclusive jurisdiction to interpret or adjudicate this Waiver.
7. I ALSO HEREBY CONSENT to the Society using any photographs or videos taken of me during my participation in the Trip for publication on the Society's website, facebook page or promotional materials.
8. I also acknowledge and agree that prior to departure on the Trip I am fully responsible for obtaining any necessary inoculations, and a valid passport and Visa(s), to allow me to enter and travel in India, and that those inoculations, passport and visa(s) will remain valid during the duration of the Trip.

This Waiver has been freely and voluntarily given and signed by me this _____ day of _____, 20____.

(Participant Signature)

(Participant Name)

(Witness Signature)

(Witness Name)