April 12-21, 2019

# International Pilgrimage Release and Waiver of Liability

I acknowledge that I have voluntarily and freely elected to travel to \_\_\_\_\_\_ during the dates of \_\_\_\_\_\_ to \_\_\_\_\_ in order to participate in a pilgrimage and other activities (collectively, the "Pilgrimage Activities") sponsored by Copper Mountain Institute, Inc, a non-profit organization in Corrales,New Mexico, USA. In exchange for the ability to participate in the Pilgrimage Activities, I hereby irrevocably and unconditionally agree for myself and my heirs, estate, insurers, successors and assigns as follows:

1. ACKNOWLEDGEMENT AND ASSUMPTION OF RISK.

I understand that the Pilgrimage Activities will take place in one or more foreign countries and may involve various physical activities and meditation involving intense psychological and/or spiritual exercises. I understand that there are certain dangers, hazards, and risks inherent in international travel and in the Pilgrimage Activities, including, but not limited to, natural disasters, terrorism, civil unrest, war, transmittal of infectious diseases, and transportation not operated or maintained to standards found in the United States. I understand that my participation in the Pilgrimage Activities may involve risk of injury, death and/or property damage. I understand that medical facilities, treatment, and/or professionals may be inadequate or unavailable during portions of the Pilgrimage Activities. I understand that I am solely responsible for my own safety, and for taking every precaution to provide for my physical and mental wellbeing while participating in the Pilgrimage Activities. I understand that Copper Mountain Institute, Inc has no obligation to provide medical care, and has not undertaken the responsibility to do so. I UNDERSTAND AND HAVE CONSIDERED AND EVALUATED THE NATURE, SCOPE AND EXTENT OF THE RISKS INVOLVED, AND I VOLUNTARILY AND FREELY CHOOSE TO ASSUME SUCH RISKS.

## 2. RELEASE FROM LIABILITY; COVENANT NOT TO SUE; INDEMNIFICATION.

- a. I fully and forever release and discharge Copper Mountain Institute, its volunteers, employees, agents, partners, leaders, instructors, members, guides, officers, directors, representatives, and all others involved in the Pilgrimage Activities (the "Released Parties") from any and all injuries (including death), losses, damages, claims, demands, lawsuits, expenses, and any other liability of any kind, of or to me, my property, or any other person, directly or indirectly arising out of or in connection with my participation in the Pilgrimage Activities, even if it is due to the negligence of the Released Parties ("Released Claims").
- **b.** I agree not to sue the Released Parties for any Released Claims.
- **c.** I agree to hold harmless, defend and indemnify the Released Parties from any and all Released Claims. This means that, among other things, I will reimburse the Released Parties if anyone makes a claim against the Released Parties based on injuries, losses or damages that I may suffer.

#### 2. DECLARATION OF FITNESS.

I hereby declare that I am physically fit and that I have no physical or mental condition(s) that would preclude me from participating in the Pilgrimage Activities. I further declare that I am not participating in the Pilgrimage Activities against medical advice or treatment.

#### 3. NO INSURANCE; MEDICAL EXPENSES.

I understand that Copper Mountain institute. Inc. and others involved in the Pilorimage Activities do not provide me with any insurance for any illness, accident, injury, loss, or damage that may arise in connection with my participation in the Pilgrimage Activities. If I want insurance of any kind, I must obtain my own insurance. I will pay my own medical emergency expenses and all subsequent medical expenses associated with any illness, accident, or injury in connection with the Pilgrimage Activities.

## 4. PUBLICITY RELEASE.

I hereby give Copper Mountain Institute, Inc., Adzom Gyalse Tulku Rinpoche, Nangyzer Tours and their assigns permission to take, use, edit, reproduce, maintain, store, distribute, digitally transmit, and publish (collectively, to "Use") video (including audio recordings) and/or photographs containing images of me (the "Reproductions") in connection with the Pilgrimage Activities in which I participate. I agree that (a) Copper Mountain Institute, Inc., Adzom Gyalse Tulku Rinpoche and Nangyzer Tours may Use the Reproductions in whole or in part, as well as my name, image, likeness, voice and biographical information, in any media (including, without limitation, online, broadcast, and print) in any manner throughout the world (including in any advertising, publicity or marketing), in perpetuity; (b) I have no approval rights regarding the Reproductions or any Uses of the Reproductions and (c) I have no rights to any compensation based on the Use of the Reproductions.

#### 6. GOVERNING LAW.

This Release and Waiver of Liability shall be governed by the laws of the State of New Mexico, USA. I hereby consent to the exclusive jurisdiction of the state and federal courts located in Albuquerque, New Mexico for resolution of any disputes arising out of this Release and Waiver of Liability.

## 7. SEVERABILITY.

I expressly agree that this Release and Waiver of Liability is intended to be as broad and inclusive as permitted by the laws of the State of New Mexico and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

## I HAVE READ THE ABOVE CAREFULLY BEFORE SIGNING, AND UNDERSTAND ITS TERMS. INCLUDING GIVING UP SUBSTANTIAL LEGAL RIGHTS.

Printed Name:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_