

# Agreement of Release and Waiver of Liability

Dear Ghedee Silent Meditation Retreat Participant,

Temple Inc. ("Temple") is proud to have create these retreats for you to connect with yourself through meditation, movement, and breath. Our primary goal is to provide you with an opportunity to unplug, go deep and reset your life, mind and body through the healing sound of Silence.

However, these retreats take place at locations all over the world. Thus, we ask that you read and sign this release and waiver of liability (the "Release").

By signing this Release, you will be indicating that you understand the risks and take responsibility for your physical and emotional well-being. We hope that if anything should come up for you during your stay that you are able to reach out for help if you need something. We have found from past retreats that most accidents and other challenges can be avoided if you stay grounded in your body and seek assistance before something becomes a problem.

## Legal Liability Silent Meditation Retreat Waiver

Printed Name:

\_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

## ASSUMPTION OF RISK

I acknowledge that I have voluntarily applied to participate in a Ghedee Silent Meditation Retreat (this "Event"). I agree to this Release of claims, waiver of liability and assumption of risks. On behalf of myself, my heirs, executors, successors, administrators and any other person who may have an interest at common law or by operation of statute, I hereby waive any and all claims I or such parties may have now or in the future. I release from liability Temple and any of its assistants, employees, guides, agents, or representatives ("the releases") for any personal injury, death, property damage or loss of any nature suffered by me as a result of my participation in any activity on the Retreat.

I release from liability Temple for any cause whatsoever including those arising out of, or in any way connected to or occasioned by the negligence of the releases.

1. Terrain: The terrain, natural areas and the ocean are subject to natural forces which result in obstacles and hazards. In some instances, activities that contain water can be cold and/or turbulent and extended immersion can be life threatening.
2. Isolation: This retreat is in a third world country. We may be in wilderness and natural areas which may not be regularly patrolled, communication may be difficult and rescue and medical treatment may not be available for hours or even days.
3. Animals: Horseback riding, hiking, swimming and sea kayaking, surfing, fishing, paddle boarding, zip-lining, boating, jet-skiing in natural areas may result in encounters with wild animals and insects which may injure or kill.
4. Weather: Weather may change rapidly and may be extreme, presenting significant challenges.

\_\_\_\_\_ **(initial)**

I acknowledge the enjoyment and challenges I receive from the activities of this Retreat and the wilderness and natural outdoor experience, its isolation and the opportunity to experience wildlife and nature in a natural surrounding and state, and the emotional experiences resulting from personal growth exploration, are some of my reasons for participating in this Retreat, and I voluntarily assume all risks associated with these activities and freely waive any and all legal rights that I may have against the “releases”.

\_\_\_\_\_ **(initial)**

#### RELEASE

As consideration for being permitted by Temple to participate in these activities, I hereby agree that I, my assignees, heirs, distributees, guardians, and legal representatives will not make a claim against, sue or attach the property of Temple, its affiliates, employees, agents or volunteers or any of their affiliated organizations for injury or damage resulting from acts, however caused, by any employee, agent, or contractor, or any of their affiliated organizations, as a result of my participation in this Ghedee Silent Meditation Retreat.

I hereby release Temple and any of its agents or affiliated organizations from all actions, claims or demands that I, my assigns, heirs, distributees, guardians, and legal representatives now have or may hereafter have for injury, damage, or death resulting from my participation in this event.

\_\_\_\_\_ **(initial)**

I am medically, physically, emotionally and in all respects fit and able to participate in this Retreat. I have been examined by a licensed physician within the last twelve months and have been found by such physician to be in good physical and mental health and fully able to perform basic walking and movement exercises which I am to learn and perform during my attendance at the Ghedee Silent Meditation Retreat sponsored by Temple. I will faithfully follow all instructions given me by them and as to when, where and how to perform and not to perform these meditative and energetic exercises, it being understood that any deviation by me from such instructions shall be at my own risk. I will not hold Temple responsible for any injuries suffered by me caused in whole or in part by my failure to faithfully follow instructions or by any physical impairment of mine not fully disclosed to them in writing. I understand and acknowledge that I am to receive instructions in Meditation, Breath, Energy & Movement, theory and exercises only, and I will not hold Temple to any higher standard of care than that applicable to general Yoga, Pilates, Breathing & Meditation theory and exercises.

In consideration of being permitted to participate in this Ghedee Silent Meditation Retreat I agree to assume full responsibility for any risks, injuries or damages, known or unknown, which I might incur as a result of participating in the program. I hereby agree to irrevocably release and waive any claims that I have now or hereafter may have against Temple my heirs or legal representatives, forever release, waive, discharge and covenant negligence or other acts.

The full amount paid herewith and such registrations fees are NON-REFUNDABLE.

I agree I will be fully and financially responsible for my own physical condition and well-being during the retreat and will follow the safety precautions and instructions prescribed by Temple and any hired operators.

I acknowledge that Temple may make suggestions from time to time that are intended to help me and my well-being. However, I take ultimate responsibility for my choices and acknowledge that Temple is not a licensed medical provider and that I must consult my personal physician. If I experience pain or discomfort during the Retreat, I will notify Temple and its' instructors to address my individual needs. I will not hold Temple responsible for any pain or discomfort I may experience during or after the Retreat. I understand that the activities offered on this Retreat are not a substitute for medical care. I hereby authorize Temple to publish photographs taken of me during the Retreat

and my name and likeness for use in Temple print, online and video-based marketing materials, as well as other company publications. I hereby release and hold harmless Temple from any reasonable expectation of privacy or confidentiality associated with the images specified above. I further acknowledge that my participation is voluntary and that I will not receive financial compensation of any type associated with the taking or publication of these photographs or participation in company marketing materials or other company publications. I acknowledge and agree that publication of said photographs confers no rights of ownership or royalties whatsoever. I hereby release Temple, its' contractors, employees, and any third parties involved in the creation or publication of marketing materials, from liability for any claims by me or any third party in connection with my participation.

**I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

Signed: \_\_\_\_\_

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