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Vajrayana Foundation
2013 Eureka Canyon Road
Corralitos, CA 95076

Waiver and Release

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I_____ in consideration of our admission to activities sponsored by Vajrayana Foundation, on behalf of ourselves and our heirs, representatives, successors and assigns, hereby forever waive, release and discharge the Vajrayana Foundation, its directors and officers, and all of their respective employees, agents, paid and unpaid staff persons, representatives, heirs, successors and assigns, (collectively "the released persons") from any and all claims, liability, actions, damages and losses whatsoever resulting from any act or omission of any said persons from any condition, circumstance or event of any kind, occurring at Foundation facilities or in any way related to Foundation activities.

In particular, I assume all risk of injury or death to me or my child(ren) due to any circumstances, including but not limited to those caused by food, incense, or other materials used in connection with the activities conducted as part of Foundation sponsored events and programs, propane gas, electricity, water, any items brought onto Foundation facilities by other participants, and all environmental conditions of any nature whatsoever, known or unknown, present at Foundation facilities. I understand that Foundation facilities are located in an unimproved, unfenced area and there may be environmental dangers (including but not limited to plants, animals, rivers and streams, steep slopes, unimproved pathways and other topographical features) and I assume all risk of injury or death to me or my child(ren) from such dangers.

I understand there is not a certified lifeguard on duty at the Foundation's swimming facilities, and that if I or my child(ren) use the swimming pool, the Released Persons assume no risk. No one under 18 years of age may enter the pool area without an adult present. I understand that children under age 13 may not be inside the fence which surrounds the swimming pool without the supervision of a parent or other adult who has assumed the responsibility for such supervision. I assume full responsibility for the supervision of my child(ren) or any other child brought by me to Foundation facilities while they are on the premises. If I appoint another person (who must be a responsible adult) to supervise my child I will first inform the Foundation office staff and give the Foundation that person's written acceptance to supervise my child. However, none of the Released Persons will have any duty to determine whether my child is under supervision at any time.

In the event of any injury, I acknowledge that the sole responsibility of the Foundation is to provide first aid if practical and to call 911 (if telephone services are available) to try and secure emergency services. Although Foundation staff will use reasonable efforts to comply with these procedures in case of an emergency, no Released Person will be liable for the following, or failing to follow these procedures. In addition, I understand that any participant in Foundation activities (other than persons appointed by the Foundation to provide specific services) who may provide advice, treatment, care or aid to me, acts solely on such participant's own initiative, and is not acting under any authority, direction or permission from any of the Released Persons.

The releases given herein shall apply notwithstanding to the negligence of any Released Person, but shall not apply to the extent (but only to the extent) of the gross negligence or willful misconduct of a Released Person unless I or my children(ren) engage in an inherently dangerous activity, in which case I assume all risk.

I DECLARE THAT I HAVE READ AND UNDERSTOOD THE CONTENTS OF THIS WAIVER AND RELEASE, THAT I HAVE SIGNED THIS DOCUMENT OF MY OWN FREE WILL IN FULL KNOWLEDGE AND UNDERSTANDING OF THE EFFECTS THEREOF, THAT I MAY LEAVE FOUNDATION FACILITIES AT ANY TIME, AND THAT NONE OF THE RELEASED PERSONS SHALL HAVE ANY LIABILITY TO ME IN THE EVENT THAT ROAD CONDITIONS OR OTHER CIRCUMSTANCES MAKE IT IMPRACTICAL OR IMPOSSIBLE TO LEAVE THE FACILITIES.

_____   _____
DATE   SIGNATURE