

SHAMBHALA MOUNTAIN CENTER
MINOR RELEASE FROM LIABILITY AND TERMS AND CONDITIONS

A separate form must be executed for each child under the age of 18

I am the Parent or Legal Guardian of _____ (“my child”). I understand that before my child participates in the _____ program (the “Program”) at Shambhala Mountain Center (“SMC”) and/or stays on SMC property, I must review and accept these terms and conditions and provide this Release from Liability. I wish to do so as my voluntary act.

RELEASE FROM LIABILITY

Assumption of the Risk: I understand that SMC is located in a rural, mountainous setting at an elevation of 8,000 feet. Thus, I acknowledge that there are significant, unavoidable risks of harm in such an environment, up to and including severe personal injury or death. I realize that residing at SMC and/or participating in the Program, which is designed for adults and not for minors, also involve a risk of injury. I have had the opportunity to consider these risks. Understanding these risks, I accept full responsibility for my child’s wellbeing, safety, and conduct while at SMC.

Child care: I understand and accept that SMC does not provide child care and that SMC employees are not trained child-care providers. I further understand and agree that SMC is not responsible or liable for the acts or omissions of independent contractors or volunteers interacting with my child.

UNACCOMPANIED CHILDREN: IF I AM SENDING MY CHILD UNACCOMPANIED TO SMC, HE OR SHE IS AT LEAST SIXTEEN-YEARS-OLD AND I HAVE PROVIDED A SIGNED GUARDIAN PERMISSION FORM. I UNDERSTAND AND AGREE THAT MY CHILD WILL BE ATTENDING A PROGRAM DESIGNED FOR ADULTS AND THAT SMC AND ITS AGENTS WILL NOT BE RESPONSIBLE FOR SUPERVISING MY CHILD.

Medical Conditions and Allergies: It is my sole responsibility to inform SMC of any medical condition(s) that may affect my child while at staying at SMC. I understand that the nearest pharmacy and professional medical care is at least an hour away. It is my responsibility to ensure that my child has the medication he or she requires for the duration of his or her stay at SMC. I understand that some conditions can become more aggravated at high altitude and that high altitude may aggravate an otherwise stable medical condition. I accept full responsibility for my child’s mental and physical wellbeing while in this environment. I have consulted with my child’s healthcare provider about any concerns prior to my child’s stay at SMC. I understand that I am responsible for checking whether any ingredients to which my child is allergic exist in any foods that may be prepared by SMC. If I am uncertain about the ingredients of SMC food, I am responsible for requesting this information from the SMC staff person who oversees the preparation of such food. I have disclosed all of my child’s allergies to SMC in writing.

Emergency Medical Care: I understand that SMC is not responsible for providing emergency medical care during my child’s visit. If the Center determines that emergency medical services are required for my child, I authorize SMC to arrange such care solely at my own expense. I agree to pay or reimburse SMC for all such expenses immediately upon request.

With these understandings, I AGREE THAT TO THE FULLEST EXTENT PERMITTED BY LAW, I RELEASE SMC, ITS DIRECTORS, EMPLOYEES AND REPRESENTATIVES FROM LIABILITY FOR ANY DAMAGES OR LOSSES ON ACCOUNT OF PERSONAL INJURY, WHETHER PHYSICAL OR PSYCHOLOGICAL, UP TO AND INCLUDING DEATH, TO MY CHILD, OR DAMAGE TO MY PROPERTY SUFFERED FROM ANY CAUSE WHILE MY CHILD IS PRESENT AT SMC. This release does not, however, include injury suffered due to intentional harm caused by SMC or any person for whom it is legally responsible.

I understand and voluntarily accept this Release from Liability on behalf of my child: _____ initials

CODE OF CONDUCT

I acknowledge and accept that the following actions are strictly prohibited at SMC:

- Nonconsensual sexual contact, sexual harassment, and harassment or bullying of any kind;
- Public consumption of alcohol except at designated events;
- Possession or consumption of alcohol by an individual under the age of 21;
- Providing alcohol or marijuana to an individual under the age of 21;
- Possession or consumption of marijuana or illegal drugs;
- Recording presentations of any kind using recording devices. SMC and/or presenters maintain exclusive rights to these presentations.

I acknowledge and accept the following requests from SMC:

- SMC requests that you report any activities or situations that threaten your child or others to your program leader, meditation instructor, supervisor, or to a “Dorje Kasung,” which is a program or SMC staff member managing health and safety.
- In order to maintain a respectful and contemplative environment, SMC requests that participants respect SMC’s 10:30 pm curfew and refrain from playing musical instruments or using amplified sound equipment except with SMC permission.

I have read and I understand and accept the Code of Conduct on behalf of my child: _____ initials

PHOTOGRAPHY/VIDEO/AUDIO RELEASE

I understand that while my child is on SMC property, SMC or its agents may take photographs, videos, or audio recordings of my child for promotional or informational purposes. I understand that SMC owns these photographs, videos, and recordings and I consent that such photographs, videos, and audios may be used for such purposes. I agree that my neither my child nor I are due compensation for such use.

I understand and accept the Photography/Video/Audio Release on behalf of my child: _____ initials

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I have read, understood, and agreed to the above terms, have signed the Guardian Permission Form, if required, and understand that failure to sign this agreement could prohibit my child from participating in the Program and/or residing on SMC property and that all payments for this program will be forfeited.

Signature of Parent or Guardian: _____

Relationship to Child: _____

Print name: _____

Date: _____