



PUNDARIKA FOUNDATION, CRESTONE, COLORADO

PERSONAL RETREAT AGREEMENT AND WAIVER

PART I: RETREAT AGREEMENT

Prior to signing this Agreement and Waiver and General Release, I have read all the sections on the Pundarika Foundation website under the navigation bar heading “Personal Retreats” <https://tsoknyirinpoche.org/path/personal-retreat/> and will abide by the guidelines, rules, instructions, policies and procedures for personal and self-directed retreat (Retreat) at Yeshe Rangsal House or at a retreat cabin on the Yeshe Rangsal retreat land in Crestone, CO. The Pundarika Foundation website address is: <https://tsoknyirinpoche.org/yeshe-rangsal/>

I am aware that Retreat affords an opportunity to deepen my meditation practice and Buddhist studies, but I may also face physical, emotional, psychological, and/or spiritual challenges. It is my sole responsibility to determine my fitness for Retreat and whether it is appropriate for me. If I have questions or concerns about any physical or mental health issues that might affect my ability to engage in Retreat, I will consult with my physician, psychologist or other health care professional before signing this agreement.

I represent to Pundarika Foundation that I have a current medical insurance policy with coverage limits that are sufficient for any health emergency that might arise during or as a consequence of this retreat. I have transportation in the event of a health emergency, and I understand that the nearest hospital is located in Alamosa which is over 50 miles from Crestone.

I recognize that accidents, illnesses and injuries that may occur while on Retreat are potentially subject to civil emergency response interventions and treatment as deemed prudent by Pundarika Foundation staff in conjunction with my listed emergency contact person. I agree that I am solely financially responsible for any and all emergency response interventions.

I understand that Crestone is located in a desert valley and that there is a high danger of forest fires for most of the year. I will exercise a high degree of caution and follow the instructions posted in Yeshe Rangsal House or in a cabin for the use of candles, incense, and the wood burning stove in order to keep Yeshe Rangsal House or a cabin at Yeshe Rangsal retreat land safe. I will also learn how to operate and use the fire extinguishers located at Yeshe Rangsal House and in each cabin.

I commit myself to act with care, respect, and kindness in relation to the environment and wildlife, fellow retreatants, Pundarika Foundation staff and property, and neighboring residents. I will do my best to maintain an atmosphere of peace and harmony.

PART II: WAIVER AND GENERAL RELEASE

I hereby fully waive and release the Pundarika Foundation of Crestone, Colorado, (Releasee), from any and all claims for property damage, personal injury, illness, or death that may result from any activities or conditions while in Retreat at Yeshe Rangsal House or at Yeshe Rangsal retreat land. Those activities and conditions may include, but are not limited to: extended periods of sitting meditation; physical isolation; walking and hiking in sandy and hilly terrain in intense sun, strong winds, wet or icy conditions; loading, unloading and moving personal supplies and foodstuffs; operating a wood burning stove; preparing and cooking meals; encountering wildlife that may include deer, coyotes, elk, fox, bears, mice, or mountain lions; mosquitos and other biting insects.

I hereby acknowledge and understand that there are dangers and risks associated with the activities described above, which have been fully explained to me.

I hereby agree to abide by all rules, instructions, policies and procedures imposed by the Releasee relating to the use of the facilities or property.

By signing this Waiver and General Release, I fully assume the dangers and risks, and agree to use my best judgment while engaging in those activities. I further agree to indemnify and hold harmless the Releasee, its employees, agents, officers, from and against any and all liability incurred as a result of or in any manner related to my participation in the activities.

I recognize that this Waiver and General Release is an important legal document. I fully understand my right to review all aspects of this Waiver and General Release with the attorneys of my choice, that I have had the opportunity to consult with the attorneys of

my choice, that I have carefully read and fully understand all the provisions of this Waiver and General Release.

I hereby voluntarily, and at my own risk, sign this Waiver and General Release in sole consideration of being permitted to use Releasee's facilities or property.

I hereby certify that I am of legal age and competent to execute this Waiver and General Release, that I am doing so of my own free will and accord, voluntarily and without duress, and that I do so intending to bind myself, my executor, my heirs, and administrators or assigns to the fullest extent.