

IMPERMANENT SANGHA

INFORMED CONSENT, RELEASE, AND ASSUMPTION OF RISK

By reading and signing this I fully agree to and fully understand the following:

In consideration of Impermanent Sangha (hereafter, "IS'), I hereby agree to completely release, indemnify, and discharge IS and Participants, on behalf of myself, and my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in a nature meditation retreat and/or other activities at IS, such as but not limited to typical activities in nature or wilderness or buildings, including driving or riding in vehicles, cooking, walking, hiking, backpacking, camping, swimming, wading, bathing, building a fire; volunteering to work on the land, trails, in the kitchen, and on the lodge; climbing or scrambling, being on a self retreat, staying in the Cabin, etc. entails known and unanticipated risks which could result in physical or emotional injury, illness, COVID-19, paralysis, dismemberment, death, or damage or loss of property. I understand that such risks are inherent in and part of the essential qualities of these activities and cannot all be removed. Furthermore, while IS and other Participants may be more familiar with the environment and may help guide, teach, lead, and organize the activities, they are neither paid nor trained as guides, they may not have all the necessary knowledge or equipment, they may not be present with me at any or at all times, and they are not responsible for my safety. Though RMERC aims for safety, mistakes may be made. As a Participant, who may be alone and unsupervised at times, I am responsible for my own health, safety, actions, fitness and abilities. RMERC or Participants may misjudge the weather, the elements, my capacities, or the environment. I may receive inadequate warnings or instructions, we might not have all of the necessary equipment, the equipment may be insufficient or malfunction, and in the event of an injury or illness first aid supplies, knowledge or training may be lacking.
2. Activities in both developed and backcountry areas can be dangerous and have risks. I acknowledge this, and agree that IS and Participants shall have no liability for my health and safety, including but not limited to: getting lost, separated, steep terrain, weather, travel by vehicle, foot, and all other conveyances, forces and acts of nature, rock fall, tripping, slipping, falling; exposure to human, insect, snake and animal attacks, bites and stings; infectious and communicable disease, including COVID-19, the risks of altitude, wind, wet, cold, heat, sun, dehydration, hypothermia, drowning, burns, trees, food poisoning, use of tools or kitchen equipment, my physical or mental condition, crime, civil unrest, fire, vandalism; injury or illness in close or remote areas, without means of rapid evacuation, communication, or obtaining adequate medical care; or a lack of medical training, experience, supplies, or facilities.
3. I expressly agree and promise to accept and assume all of the risks and dangers of these activities, regardless of the actions or negligence of others. My participation in these activities is purely voluntary, and I elect to participate in spite of the risks. I warrant that I have the information, skills and experience; and emotional, mental and physical health and strength, to participate safely in these activities.

4. Regarding COVID-19 and Coronavirus (Hereafter referred to collectively as CV) or other infectious diseases, I realize and understand that the situation with CV is changing, and that that I will do my best to adhere to the conditions and protocols set by RMERC during my time there, knowing they may not be sufficient, and that I may catch, be infected by, or transmit, CV while travelling to RMERC, participating, or travelling home, and I understand and accept that risk solely as my own. I further agree that __IS__ and Participants are not responsible for my health or safety regarding CV, or capable of fully protecting me from CV, and that any medical or other costs and health or other repercussions resulting from my participation are fully my responsibility. I further agree to do my best to protect myself and others by adhering to the conditions and protocols __IS__ requires during my activity there.

5. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless RMERC and Participants from any and all claims, demands, or causes of action, which are in any way connected with my participation in these activities, even if negligence on their part is found. This includes CV or any other infectious illness, includes my use of any __IS__ or Participant's personal, owned, borrowed, or rented equipment or facilities, and also includes any such claims which allege negligent acts or omissions.

6. Should __IS__ or Participants or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

7. I certify that I have insurance to cover any injury, illness, accident or damage I may cause or suffer while participating, or else I agree to bear any such costs myself. I further certify that I have no medical, mental or physical conditions that could interfere with my or others health or safety in this retreat, or else I am willing to assume - and bear the costs of - all risks that may be created, directly or indirectly, by any such condition. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. By signing this document, I acknowledge that if I or anyone else is hurt or has property damaged on or as a result of this activity, it is my express intention that I would be found by a court of law to have herein waived my rights to maintain a Lawsuit against RMERC or Participants, even if negligence on their part was found. I have had sufficient opportunity to read this entire document, I have read and understood it, and I agree to be bound by its terms, and that my relatives, heirs, estate, and assigns be also bound.