

Minor Release Form for Participation in Embodied Presence

We look forward to having you and your child participate in our retreat, Embodied Presence (the “Event”). We are very pleased that you are encouraging your Child to engage in our program. By following our simple guidelines and requests below, you can help ensure a beneficial experience for everyone.

You understand that your Child is an active participant in the Event, and we are not providing day care or babysitting services for your Child. You will always be present when your Child is at the Event.

You understand that you are responsible for your Child's behavior and ability to abide by the standards and requirements of the Event. The Event requires peaceful, calm and respectful behavior by all attendees. Your Child will practice centering during meditation and prayer or at least remain quiet, so others may focus. You will provide for transportation, care, food, and accommodations for your Child during the Event. In the event your Child is not able to adhere to the behavior required for the Event, you will make arrangements for your Child to leave the Event. You will monitor any snacks or drinks consumed by your Child.

As parent or legal guardian of your Child, you, and not we, are solely responsible for his/her health, well-being and safety during the Event. You agree to waive any claims arising from or in connection with your and your Child's attendance at the Event. You agree to indemnify and hold harmless from responsibility the Namchak Foundation, its members, officers, directors, agents, employees, contractors, volunteers, assigns, and affiliates (the “Released Parties”) from all claims of any kind arising from or in connection with the Event, other than for claims arising from the Released Parties’ intentional misconduct or gross neglect. This release includes damages of any kind as well as legal and equitable relief and attorneys' fees.

You acknowledge and represent that by attending the Event, your Child is not in violation of any state educational attendance laws or regulations, and that if your Child is missing any school days, your Child's absence is pursuant to an excused absence and/or has been cleared by school authorities.

We may make an audio-visual recording (“Video”) and take photographs (“Photos”) (together, the “Recording”) of this Event that include your Child and request your permission to do so.

You agree that we may use the Recording (alone or with other recordings and photographs) and your Child's name, photo, image, likeness, voice and other personal identification (“Likeness”) in the Recording in any form and as often as we desire in broadcast, non-broadcast, advertising, educational and commercial purposes, in any media now known or hereafter known, in print, on the Internet, in digital communication, on websites and in social media (all being “Media”).

You release us from any claims arising out of the use of your Child's Likeness in the Recording in all Media. You understand that we own the Recording and you have no rights in what is recorded during the Event. You have no claim for any compensation, royalty or other financial remuneration for you or your Child arising out of the Event or the Recording. We are not responsible for any expense or liability that you may incur from participating in the Event or the Recording.

Your Child's attendance and participation in the Event constitutes good and valuable consideration for this agreement. This agreement is binding on you, your Child and your heirs and assigns. The laws of the State of Montana shall apply to this agreement.

Please remember, this Event is a personal exploration. You take full responsibility for any decision you make on behalf of your Child from these explorations and you will not hold us or any other participant liable.

Sincerely,

The Namchak Foundation