

The Namchak Foundation
Winter Refuge Retreat
Participant Release for Use of Recordings and Likeness

The Namchak Foundation (“Foundation”), including its directors, officers, members, employees, representatives, affiliates, and charitable assigns (“we” or “us”) would like to make audio and audio-visual recordings (“Audio and A-V Recordings”) and take photographs (“Photos,” and together with Audio and A-V Recordings, “Recording”) of this Winter Refuge retreat (“Event”) and its participants (each, a “Participant”) and requests your permission to include you in any such Recording. By signing this Release and participating in the Event, you agree to be included in the Recording and consent to the terms and conditions set out in this Release. We retain the right to edit the Recording and not to include parts of the Recording of the Event in our sole discretion. This Release extends to the use of the Recording by other organizations supporting the Foundation’s charitable purpose of advancing the study and practice of the teachings of the Namchak Lineage of Tibetan Buddhism (the “Charitable Purpose”), including without limitation Namchak Retreat Ranch LLC, Namchak Music LLC, and Namchak Publishing Company LLC, in any manner described herein.

We make the Recording so that we and Participants in the Event may watch missed sessions or review the Event, and we may use the Recording in our social media, websites, eCourses, and promotion and marketing of events and other materials advancing the Charitable Purpose.

If you do not want to be included in the Recording, you may either leave the session or choose not to engage in dialogue. By continuing to participate you are agreeing to being included in the Recording and to your possible appearance in it. If you engage in dialogue with a teacher and others during the Event, you may be included in the Recording. If this is a virtual Event, you may also turn your video/audio off.

You agree that we may use the Recording (alone or with other recordings and photographs) and your name, photo, image, likeness, voice, and other personal identification (“Likeness”) in the Recording in any form and as often as we desire for broadcast, non-broadcast, promotional, awareness, educational, and fundraising 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 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 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.

You agree to the fullest extent permitted by law that you release us from liability for any damages or losses on account of personal injury, whether physical, psychological, or otherwise, which may occur at the Event or from use of the Recording. Your attendance and participation in the Event constitute good and valuable consideration for this Release. This Release is binding on you and your heirs and assigns.

Please remember, this Event is a personal exploration. You take full responsibility for any decision you make from these explorations and you will not hold us or any other Participant liable for any harm or damages you may incur.

Sincerely,
Namchak Foundation