

“Waiver and Release”

**Vedanta America Retreat
Frost Valley YMCA
September 24 – 26, 2021
(One Form per Family)**

In consideration of Vedanta Cultural Foundation, U.S.A., Inc. (“**VCF**”), a New York non-profit corporation, arranging and permitting each of the undersigned (hereinafter, the undersigned collectively referred to as “**we**”, “**us**” or “**our**” and each undersigned individually referred to as “**me**”, “**I**” or “**my**”) to attend and participate in the Vedanta Retreat, to be held from September 24th-26th, 2021, at the Frost Valley YMCA, 2000 Frost Valley Rd, Claryville, NY 12725 (the “**Venue**” and the event referred to as the “**Event**”), each of us hereby waives all rights which each of us may now have or which may accrue in the future against VCF and/or its parents, subsidiaries, affiliates, related organizations, respective centres, directors, officers, employees and/or members (collectively the “**VCF Representatives**”), and each of us hereby releases and discharges VCF and VCF Representatives, and agrees to indemnify and hold VCF and VCF Representatives harmless from and against any and all losses, damages, liabilities, claims, judgments, judicial decrees, fees, costs and expenses of any kind (including legal costs and reasonable attorney’s fees) (hereinafter referred to as the “**Losses**”), which either of us and/or my, heirs, executors, administrators, successors and assignees ever had, now have or hereafter can, shall or may have, and which are resulting from, based on or arising out of or in connection with: (i) our travel to, attendance at or participation in the said Event and any related activities, (ii) any medical or other emergency that may occur to either of us/me or is caused by either of us/me, or in respect of any medical or other treatment or assistance provided to any of us/me by or on behalf of or at the instance of VCF or a VCF Representative, and (iii) the consumption of any food and/or beverage contracted for VCF or VCF Representatives.

Each of us jointly or severally, acknowledges that certain legal rights against VCF and/or the VCF Representatives may be available to us, jointly or severally, now or in the future as a result of any Losses, and that by executing this Waiver and Release, each of us is forever relinquishing those rights against VCF and VCF Representatives. We acknowledge that no warranties, promises, representations, or affirmations of fact were made to us by VCF or VCF Representatives concerning the safety or dangers associated with travelling to and staying at the Venue for the Event or participating in any activity, academy, event or outing related to, associated with or connected in any way to the Event, and affirm that we have read and understand the foregoing provisions of this Waiver and Release and accept the terms and conditions of this Waiver and Release as a condition to our attendance at the Event.

Each of us further acknowledges and agrees that we shall fully abide by the terms and conditions of stay at and use of the Venue as established by the Venue managers/owners, and shall not undertake any action that may violate any such term and condition or otherwise jeopardize the safety of anyone attending the Event and others at the Venue.

Additionally, each of us agrees to indemnify, defend, and hold harmless VCF and VCF Representatives from and against any and all costs, expenses, damages, lawsuits, and/or liabilities or claims arising whether directly or indirectly from or related to any and all claims made by or against any of the released parties due to injury, loss, or death from or related to my conduct or conduct of individuals under my supervision.

Vedanta Cultural Foundation USA Inc.

Each of us further acknowledges and agrees that this is a legally binding document and we have had the opportunity to consult with a legal counsel of our choice, and are executing this document after consulting with our legal counsel (or are voluntarily waiving the right to consult with our legal counsel), being fully aware of our legal rights and obligations, and of our free will. We acknowledge and agree that this Waiver and Release also applies to all laws that are designed to give consumers special rights and protections.

Each of us further acknowledges and agrees that this Waiver and Release shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws principles. The venue for any action or legal proceeding arising hereunder shall be the state and federal courts located in New York City, New York.

Each of the undersigned, having fully read and understood the above Waiver and Release, has agreed to this Waiver and Release as evidenced by our signatures below as of the date written below.

Adult Delegate Signatures:

<u>Full Name</u>	<u>Age</u>	<u>Signature</u>	<u>Date</u>

Minor (Below 18 years) Delegate Signatures (Parent / Legal Guardian Signatures Required)

<u>Minor Full Name</u>	<u>Age</u>	<u>Parent/ Guardian Full Name</u>	<u>Parent/ Guardian Signature</u>	<u>Date</u>

Contact Person (In case of Emergency)

Name _____

Number _____

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