

Participation Agreement and Waiver Form

I agree and acknowledge that:

1. I am in proper physical and mental condition to participate in all activities proposed by the Heartfulness Institute (hereinafter referred to as "HI"), and am aware that participation could, in some circumstances, result in physical injury, disability or death. I understand my physical limitations and am sufficiently self-aware to stop any activity before I become ill or injured.
2. I am aware that some of the activities occur outdoors, the streets adjoining the Property are open to regular vehicular traffic during the Event, and I will obey all traffic laws and regulations.
3. I accept full responsibility for any product, methodology, process or technology loaned to me as part of participation in the Event and commit to return the same in good working order.
4. I am aware that there is no obligation for any person to provide me with medical care during the Event. I understand and acknowledge that:
 - a. There may be no aid stations available for the Event.
 - b. If medical care is rendered to me, I consent to that care if I am unable to give my consent for any reason at the time the care is rendered.
5. I am aware that it is advisable to consult a physician prior to participating in the Event. If I have consulted a physician, I have followed the physician's advice.
6. I grant my permission to the Released Parties and any transferee or licensee or any of them, to utilize any photographs, motion pictures, videotapes, recordings and other references or records of the Event which may depict, record or refer to me for any purpose ("Likeness"), including commercial use by the Released Parties, their sponsors and their licensees. This permission is for use anywhere in the world and on the Internet and for an unlimited period. I understand and agree that I will not be compensated or receive additional consideration for consenting to the use of my Likeness and that I will not be given a chance to receive, inspect, or approve the promotional or marketing material, messages and/or content that may use my Likeness.
7. No warranties or representations have been made to me about the Event which are not stated on this Agreement. I understand and intend that this Agreement act as the broadest and most inclusive assumption of risk, waiver, release of liability, agreement not to sue and indemnify.
8. If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.
9. I have fully read and understand this Agreement. I am aware that by signing this Agreement, I am waiving certain legal rights I or my heirs, next of kin, executors, administrators and assigns may have against the Released Parties.
10. I hereby acknowledge that I may be required to use an automobile to travel to and from the Event or as part of the Event. I hereby acknowledge that I have the authority to use such automobile and that the automobile is fully insured for use in the Event. I accept full

responsibility for the automobile and that use of the automobile in the Event will be at my own risk.

11. I acknowledge the risks involved in various activities planned during the Event. These risks include, without limitation, physical injury, disability or death. I acknowledge being advised of these risks and I am participating in the Event voluntarily. Additionally, I do not have any conditions that will increase my likelihood of experiencing injuries while engaging in the Event. I hereby, for myself and for my heirs, next of kin, executors, administrators and assigns, fully release, waive and forever discharge all rights or Claims I may have, now or in the future, against any Released Party, even if the Claims are based on the carelessness, negligence or gross negligence of a Released Party or any third party. Without limiting the foregoing, I further waive any Claim I may now or hereafter have resulting from any decision of any Released Party.
12. I further agree not to sue any Released Party for Claims, even if the Claims arise from the carelessness, negligence or gross negligence of any Released Party or anyone else. I agree to indemnify and hold harmless each Released Party from any loss or liability (including any reasonable legal fees they may incur) defending any Claim made by me or anyone making a Claim on my behalf, even if the Claim is alleged to or did result from the carelessness or negligence of any Released Party or anyone else.
13. This Agreement is governed by Texas law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement, the Services or the Content, with the exception of claims for injunctive relief, shall be subject to the exclusive jurisdiction of the state and federal courts located in Austin, Texas.