

## **Event/ Residence Participation & Waiver of Liability Agreement for Sunrise Ranch**

Thank you for participating in this Event/Workshop/Retreat/Visit/Residence at Sunrise Ranch, headquarters for Emissaries of Divine Light (hereinafter "EDL"). By participating in this Event/Workshop/Retreat/Visit/Residence at Sunrise Ranch, you agree to the following terms and conditions:

If you are attending an Event/Workshop/Retreat, please be advised that it is experiential in nature, focuses solely on personal growth and spiritual transformation and is not to be considered treatment for any physical, emotional, or mental disorder. You agree to consult with your health care providers, if necessary, for any specific medical, emotional, or psychological problems or issues in advance of your Event/Workshop/Retreat/Visit/Residence at Sunrise Ranch, affirm that you are physically and emotionally able to participate in this Event/Workshop/Retreat/Visit/Residence and that you have not been advised otherwise by a qualified medical professional. Further, you agree to take full responsibility for your self-care during same and thereafter.

### **Waiver of Liability**

- 1) You represent that you are competent and able to understand the nature and consequences of participating in the Event/Workshop/Retreat/Visit/Residence at Sunrise Ranch, and that you are at least 18 years of age. If you are a minor, your parent or legal guardian hereby represents that you are competent and able to understand the nature and consequences of participating/visiting/residing here.
- 2) You understand that your participation in an Event/Workshop/Retreat/Visit/Residence at Sunrise Ranch is strictly voluntary, at your own risk, and that you freely choose to participate. Since any Workshop/Event/Retreat is experiential and the extent of the risks and benefits are not fully known, you agree to assume and accept full and complete responsibility for any known and unknown risks associated with your participation in it, including any physical injury, psychological or emotional effects, death, loss, or property damage.
- 3) You agree to release EDL, its representatives, agents, assigns, sponsors, speakers, partners, contractors and any of its affiliates,

Sunrise Ranch, the teachers, employees, volunteers, and any independent contractors from any liability resulting from your participation/residence. Specifically, you and your heirs agree to fully release, indemnify, hold harmless and defend EDL, its representatives, agents, assigns, sponsors, speakers, partners, contractors and any of its affiliates, Sunrise Ranch, the teachers, employees, volunteers, and any independent contractors, from any and all claims or liability, and for any damage or injury, including but not limited to, financial, property, personal, emotional, psychological, medical, or otherwise, which you may incur arising at any time as a result of your voluntary decision to participate in this Event/Workshop/Retreat/Visit/Residence.

- 4) In the event of an accident, injury or sickness, you give permission to EDL, its representatives, agents, assigns, sponsors, speakers, partners, contractors, and any of its affiliates, Sunrise Ranch, the teachers, employees, volunteers, and any independent contractors to seek medical attention and/or authorize emergency medical treatment if necessary. EDL will first attempt to communicate with your authorized emergency contact before seeking medical treatment for you, unless it is not feasible or practical. EDL, its representatives, agents, assigns, sponsors, speakers, partners, contractors and any of its affiliates, Sunrise Ranch, the teachers, employees, volunteers, and any independent contractors will not be held liable for any accident, injury, sickness, death, loss, or property damage that might arise out of or in connection with such authorized emergency medical treatment.
- 5) You further agree to indemnify and hold harmless EDL, its representatives, agents, assigns, sponsors, speakers, partners, contractors and any of its affiliates, Sunrise Ranch, the teachers, employees, volunteers, and any independent contractors from any damages or costs, including court and attorney's fees, which may arise, directly or indirectly, in connection with your participation in the Event/Workshop/Retreat/Visit/Residence.
- 6) You agree and understand the Event/Workshop/Retreat/Visit/Residence may be filmed, photographed and/or recorded by EDL, its representatives, agents, assigns, sponsors, speakers, partners, contractors and any of its affiliates, and that EDL shall have all rights in and to such film, photographs and/or recording, including the copyright therein. The copyright shall include, but not be limited to, the right to

use, re-use, publish, and re-publish and otherwise reproduce, modify, and display any such film, photograph and/or recording for educational and promotional purposes, including without limitation, audiotapes, audio CDs, DVDs, websites, video, or film or any other form of recorded images. You grant EDL the right, without compensation to you, to film, photograph and/or record you while participating in the Event/Workshop/ Retreat/Visit/Residence and you waive any right which you now have or may have hereafter in any such film, photograph and/or recording. You agree to not record by audio, video, photographic or any other means, any portion of any workshop.

- 7) Any and all matters in dispute between the parties to this Agreement, whether arising from or relating to the Agreement itself, or arising from alleged extra-contractual facts prior to, during, or subsequent to the Agreement, including, without limitation, fraud, misrepresentation, negligence or any other alleged tort or violation of the contract, shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado, without regard to conflicts of law doctrines and regardless of the legal theory upon which such matter is asserted. If any portion of this Agreement is held to be invalid, it is agreed that the balance of the Agreement shall continue in full force and effect. This Agreement shall be binding upon you and your heirs, family, legal representative, successors, and assigns.
- 8) This Agreement constitutes the entire and final agreement between the parties and supersedes any prior oral or written agreements, discussions or understandings. This Agreement may not be modified in any respect except in writing describing the modification and signed by both parties.
- 9) All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the State of Colorado. The arbitration shall be conducted on a confidential basis pursuant to the arbitration rules of the American Arbitration Association. If the parties hereto cannot agree to a single arbitrator to conduct the proceeding, a three-person panel of arbitrators shall conduct said proceeding. In such circumstance, each party shall be entitled to select one arbitrator on the panel. The two arbitrators selected by the parties hereto shall then select a third arbitrator for the panel. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. An award of arbitration may be confirmed in a court of competent jurisdiction.

10) You and EDL agree that each may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any purported class or representative action. Unless both you and EDL agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.