

PARTICIPANT RELEASE AND WAIVER OF LIABILITY FORM

PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS! IN EVNET THAT ANY SECTION IS NON-APPCLIBLE, PLEASE CROSS OUT.

This Release and Waiver of Liability (the "Release") executed on this ____ day of _____, 20__

1. _____ ("Adult Participant") and/or
2. on behalf of _____, a minor child (the "Minor Participant"), by _____, the parent having legal custody and/or the legal guardianship of the Participant (the "Guardian"),

(1 and 2 including as Guardian, collectively and/or individually referred to as "Participant" or "I" hereinafter.)

releases the Buddhist Tzu Chi Education Foundation and its affiliated entities (hereinafter referred to as "Tzu Chi"), a nonprofit organized and existing under the laws of the United States as a Section 501(c) (3) charitable organization, each of its directors, officers, employees, and agents.

I, do hereby give the consent to participate in all activities of Tzu Chi.

I desire to engage in activities related to serving or participating in the Tzu Chi's activities as a volunteer, player or participant. I am responsible for the Participant's own insurance coverage in the event of personal injury or illness as a result of participation in activities of Tzu Chi.

1. Waiver and Release: I hereby release and forever discharge and hold harmless Tzu Chi and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the activities as a Participant with Tzu Chi, including claims arising out of negligence. I understand and acknowledge that this Release discharges Tzu Chi from any liability or claim that I may have against Tzu Chi with respect to bodily injury, personal injury, illness, death, or property damage that may result from the Participant's involvement in Tzu Chi's activities.

2. Insurance: I affirm that the Participant is covered by primary medical insurance and understand that I am responsible for the Participant's medical bills if injury occurs. Further, I understand that Tzu Chi does not assume any responsibility for or obligation to provide the Participant with financial or other assistance, including but not limited to medical, health or disability benefits or insurance of any nature in the event of the Participant's injury, illness, death or damage to his or her property. I expressly waive any such claim for compensation or liability on the part of Tzu Chi beyond what may be offered freely by Tzu Chi in the event of such injury or medical expenses incurred by the Participant.

3. Assumption of Risk: I understand that the activities provided by Tzu Chi and which the Participant is involved in may include activities that are inherently dangerous to the Participant. We hereby expressly assume the risk of injury or harm of the Participant from these activities and release Tzu Chi from all liability for injury, illness, death, or property damage resulting from these activities.

4. Photographic Release: I grant and convey to Tzu Chi all right, title, and interest in any and all photographs, images, video or audio recordings of the Participant's likeness or voice made by Tzu Chi in connection with the Participant's involvement in Tzu Chi's events, including but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

5. Medical Treatment: I hereby release and forever discharge Tzu Chi from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during the Participant's activity with Tzu Chi. I give our consent for the Tzu Chi to provide, administer, or obtain medical treatment for the Participant.

6. Food Experience/Allergy Permission:

I declare Participant can participate in food related activities.

Please check one of the following:

_____ DO NOT have a food allergy or dietary restriction.

_____ DO have a food allergy or dietary restriction. Participant may participate, but may not eat or handle the following items (please list below)

_____ DO have a food allergy or dietary restriction. Participant may not participate in activities.

6. Waiver/Release for Communicable Diseases Including Covid-19 (Exhibit 1 form).

7. Copyright Release for Written Work, Images, Artwork. I hereby grant to Tzu Chi permission to use the Written Work, Images, Artwork described below:

in print and/or digital format. I am granting Tzu Chi permission for non-exclusive rights to use the written work(s), image(s), and/or art object(s). I certify that no other individual or parties hold copyright interest in the work(s) described above, that I hold all rights to the works listed, and that the license granted herein does not violate any third-party rights or applicable laws. I hereby certify and covenant that I am of legal age (a parent or legal guardian must sign for a minor), or if applicable, that I am authorized to sign on behalf of the entity or individual.

8. Other: I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of _____ and that this Release shall be governed by and interpreted in accordance with the laws of the State of _____. We agree that in the event that any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected.

By signing below, I express my understanding and intent to enter into this Release and Waiver of Liability knowingly and voluntarily.

Participant:

Date:

_____ (Signature)

Print Name

Signature of Guardian: _____

EXHIBIT 1:

WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19

ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT

In consideration of being allowed to participate on Tzu Chi program and related events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,

2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,

3. I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe and any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,

4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Tzu Chi their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event (“RELEASEES”), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Name of participant: _____

Participant signature: _____

Date signed: _____

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or

participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

Name of parent/guardian: _____

Parent guardian/signature: _____

Date signed: _____