

**Tibetan Association of Northern California Facilities
5200 Dalai Lama Avenue, #200 Richmond CA 94804
Release and Waiver of Liability agreement**

This Release and Waiver of Liability ("Release") is executed on this day of 2(), by Tibetan Association of Northern California ("Applicant") in favor Association, a California nonprofit mutual benefit corporation, its directors, officers, management, employees, and agents (collectively, "Association").

I, the Applicant, desire to use the Tibetan Association of Northern California (TANC) facility(ies): I hereby freely and voluntarily, without duress, execute this Release under the following terms:

1. Waiver and Release.

I, the Applicant, release and forever discharge and hold harmless the Association from any and all claims, demands, causes of action, obligations, losses, liabilities, injuries and damages, costs, attorneys' fees and expenses of every kind and nature whatsoever, known or unknown, fixed or contingent, (collectively, "Claims") which I or my assignees, heirs, and legal representatives may now or hereafter have against the Association with respect to any personal injury, death or property damage sustained in connection with using the TANC facilities and/or adjacent common areas at TANC. I, the Applicant will assume responsibility to pay for any damage to the facility being used. I hereby expressly and specifically assume the explicit responsibility for any injury, harm, or damage caused from using TANC's facility.

2. Indemnification.

I, the Applicant, agree to indemnify, hold harmless and defend the Association from any Claims brought by a third party or by myself against the Association to the extent that such arise out of or relate to the TANC facility and/or adjacent common areas, except to the extent that such liability results solely from the active negligence or willful misconduct of the Association.

3. Assumption of Risk.

I, the Applicant, understand that my use of the TANC facility and/or adjacent common areas may involve activities that may be hazardous to me. I recognize and understand that my use of the TANC facility and/or adjacent common areas may involve inherently dangerous activities. I hereby expressly and specifically assume the risk of injury or harm in these activities and release the Association from all liability for injury, death or property damage resulting there from.

4. Miscellaneous

This Release shall be governed by and interpreted in accordance with the laws of the State of California. I agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release, which shall continue to be enforceable.

Applicant Name:

Signature:

Address:

Date: