

India Yatra August 24 – Sept 7, 2006 RELEASE FORM



INSTRUCTIONS

All participants in the above named tour must read the following disclosure information, agree to it, and sign below in the presence of a Notary Public to indicate your agreement.

Note: Should the participant in the India Yatra be under the age of eighteen (18) years, this form must be signed by both the minor and the minor's parent or legal guardian and notarized.

After notarizing please mail to:

India Yatra
6 Narayan Court
Española, NM 87532

RELEASE OF LIABILITY AND ASSUMPTION OF ALL RISKS

(PLEASE READ CAREFULLY: THIS IS A LEGALLY ENFORCEABLE WAIVER OF RIGHTS.)

ASSUMPTION OF RISKS

I, _____, acknowledge that I have voluntarily applied to participate on the India Yatra Aug 24 – Sept 7, 2006. I am voluntarily participating in this Yatra with knowledge that travel to the foreign countries and/or remote areas visited by this trip involves numerous risks and dangers including, but not limited to: the forces of nature; civil unrest; terrorism; roads, trails, hotels, vehicles, or other means of conveyance which are not operated nor maintained to standards common in the United States; high altitude; accident or illness without access to means of rapid evacuation or availability of medical supplies; the adequacy of medical attention once provided; physical exertion for which I am not prepared; consumption of alcoholic beverages; or negligence (but not the willful or fraudulent conduct) on the part of the **Siri Singh Sahib Corporation, a California non-profit corporation, the 3HO Foundation, a California nonprofit foundation, Sikh Dharma, a California nonprofit corporation, the LYF Foundation, an Oregon non-profit, and affiliated Corporations [hereinafter collectively referred to as the Releasee]**, their employees, representatives, agents and affiliated and/or subordinate organizations are all hereby released from any liability for any and all claims, obligations, damages, losses, injuries and/or causes of action arising from participation by the undersigned in the India Yatra Aug 24 – Sept 7, 2006.

I further agree and understand that **THE RELEASEE** has not made any guarantees or warranties about the safety and protection of my person and possessions during the India Yatra Aug 24 – Sept 7, 2006. I am hereby made aware that there are certain risks inherent in international travel and that the US State Department has published and continues to publish from time to time, a Travel Advisory regarding travel to India.

I HEREBY AGREE TO BE RESPONSIBLE FOR MY OWN WELFARE, AND ACCEPT ANY AND ALL RISKS OF DELAY, UNANTICIPATED EVENTS, ILLNESS, INJURY, EMOTIONAL TRAUMA, OR DEATH AND VERIFY THIS STATEMENT **BY PLACING MY INITIALS HERE:** _____

RELEASE

I acknowledge that the cost of the India Yatra Aug 24 – Sept 7, 2006, has been based upon Trip Participants executing this **Release of Liability and Assumption of All Risks**. Therefore, as lawful consideration for being permitted to participate on such trip(s), I hereby RELEASE AND DISCHARGE THE RELEASEE AND ITS AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY ARISING FROM MY PARTICIPATION IN THE INDIA YATRA Aug 24 – Sept 7, 2006. I agree this release shall be legally binding upon myself, all minors under the age of 21 traveling with me, my heirs, successors, assigns, and legal representatives; it being my intention to fully assume all the risk of travel and to release **THE RELEASEE**

and its agents from any and all liabilities to the maximum extent permitted by law.

I understand that all applications to participate in the INDIA YATRA are subject to acceptance by **THE RELEASEE** and upon acceptance shall be deemed to have been entered into and to be performed at Espanola, New Mexico. In the unlikely event a legal dispute should arise involving any subject matter whatsoever, I agree that the following conditions will apply: (a) the dispute shall be settled by binding arbitration through the American Arbitration Association at Espanola, New Mexico; (b) the dispute will be governed by New Mexico law; and (c) the maximum amount of recovery to which I will be entitled under any and all circumstances will be the land cost of my trip with **THE RELEASEE**. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I acknowledge that I have been advised that California has a Travel Consumer Restitution Fund, and that my tour is not covered by this law because the foreign providers of transportation and travel services utilized for this tour are not registered as Sellers of Travel in California. I understand that this means I am not eligible to make any claim against that fund, and verify this statement BY PLACING MY INITIALS HERE: _____

KNOWING AND VOLUNTARY EXECUTION

I have carefully read and fully understand the contents and legal ramifications of this agreement as well as all the conditions as stated under the heading "Terms and Conditions," especially noting those regarding cancellation and refund policies, limitation of liability, and responsibility borne by trip participants. I understand this is a legally binding and enforceable contract and sign it of my own free will.

By my signature below, I confirm having read and understood the disclosure information, and agree to it.

SIGNATURE: _____

PRINT NAME: _____

ADDRESS: _____

DATE: _____

PARENT OR LEGAL GUARDIAN (if under 18)

ACKNOWLEDGEMENT

STATE OF: _____

COUNTY OF: _____

ON, _____, 2006 BEFORE ME, PERSONALLY APPEARED

Personally know to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity and that by his/her/their signature on the instrument the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
