



## Visitor Release and Waiver of Liability

*(Revised February 2025)*

The Visitor Release and Waiver of Liability from Tara Mandala is a comprehensive document that outlines the risks associated with participating in their activities and protects the organization from potential legal claims. Participants must carefully consider the implications of signing such a waiver, understanding that they are relinquishing legal rights. Being informed about the legal language and potential risks is essential for all participants to ensure that they are making a conscious and educated decision to engage in Tara Mandala Activities.

I acknowledge that I have voluntarily consented to participate in certain retreats, activities, events and/or trips partially or wholly sponsored, organized, directed, conducted or paid for by Tara Mandala, Inc., a Colorado non-profit corporation ("***Tara Mandala***"), and/or to stay in lodging or one land provided by Tara Mandala. In exchange for the ability to participate in the foregoing programs and activities (collectively, "***Tara Mandala Activities***"), I hereby irrevocably and unconditionally agree for myself and my heirs, estate, insurers, successors and assigns as follows:

**1. Acknowledgement And Assumption Of Risk.** I understand that Tara Mandala Activities may involve various outdoor activities (e.g. camping, hiking, walking, swimming) and meditation involving intense psychological and/or spiritual exercises. I understand that Tara Mandala Activities take place in a remote wilderness setting where rescue and medical services are limited, and where hazardous conditions may exist while participating in Tara Mandala Activities, including but not limited to, extreme weather conditions, wildfires, steep hillsides, cliffs, falling rocks, ravines, densely wooded areas, poisonous plants, ponds, wildlife such as deer, elk, coyotes, birds, cougars, bears, poisonous snakes, and disease-bearing insects. I acknowledge that any and all Tara Mandala Activities may be hazardous and may result in severe injury, loss, damage, or death. I understand that I am solely responsible for my own safety, and for taking every precaution to provide for my physical and mental well-being while participating in Tara Mandala Activities. I understand that Tara Mandala has no obligation to provide medical care, and has not undertaken the responsibility to do so. I understand that many Tara Mandala Activities are led by volunteers or staff whose abilities, skills, equipment and actions are not independently controlled or verified by Tara Mandala.

Tara Mandala cannot guarantee that you or your child(ren) will not be exposed to or contract communicable diseases such as COVID-19, flu, RSV, or others illnesses. By participating in Tara Mandala Activities and/or entering its premises, I understand that there is an inherent and incalculable risk of potential exposure to communicable diseases, such as COVID-19. I agree to the Tara Mandala Communicable Disease Policy (set forth as Attachment A hereto). **I understand and have considered and evaluated the nature, scope and extent of the risks involved, and I voluntarily and freely choose to assume such risks.**

Tara Mandala®

4000 USFS Rd. #649, Pagosa Springs, CO 81147 • PO Box 3040, Pagosa Springs, CO 81147  
970-731-3711 • [www.taramandala.org](http://www.taramandala.org)

## 2. Release From Liability; Covenant Not To Sue; Indemnification.

a. I fully and forever release and discharge Tara Mandala, its volunteers, employees, agents, partners, leaders, instructors, members, guides, officers, directors, trustees, advisors, representatives, owners or operators of Tara Mandala Activities, facilities, equipment, and vehicles, and all others involved in Tara Mandala Activities (the “**Released Parties**”) from any and all injuries (including death), losses, damages, claims, demands, lawsuits, expenses, and any other liability of any kind, of or to me, my property, or any other person, directly or indirectly arising out of or in connection with my participation in or attendance at Tara Mandala Activities, including resulting from the negligence of the Released Parties (“**Released Claims**”).

b. I agree not to sue the Released Parties for any Released Claims.

c. I agree to hold harmless, defend and indemnify the Released Parties from any and all Released Claims. In the event that anyone makes a claim against the Released Parties based on injuries, losses or damages that I may suffer, I will reimburse the Released Parties for charges incurred.

3. **No Insurance; Medical Expenses.** I understand that Tara Mandala and others involved in Tara Mandala Activities do not provide me with any insurance for any illness, accident, injury, loss, damage, or death that may arise in connection with my participation in or attendance at any Tara Mandala Activities. If I want insurance of any kind, I must obtain my own insurance. I will pay my own medical emergency expenses and all subsequent medical expenses associated with any illness, accident, injury, or death in connection with any Tara Mandala Activities.

4. **Governing Law.** This Release and Waiver of Liability shall be governed by the laws of the State of Colorado. I hereby consent to the exclusive jurisdiction of the state and federal courts located in Denver, Colorado for resolution of any disputes arising out of this Release and Waiver of Liability.

5. **Severability.** I expressly agree that this Release and Waiver of Liability is intended to be as broad and inclusive as permitted by the laws of the State of Colorado and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**I have read the above carefully before signing and understand its terms, including giving up substantial legal rights.**

Participant Name (print): \_\_\_\_\_

Name of Parent/Guardian if participant is under 18 yrs old (print): \_\_\_\_\_

Signature of Participant (18 or older)/Parent /Guardian: \_\_\_\_\_

Date Signed: \_\_\_\_\_

## **2025 Communicable Disease Policy - Health & Safety Protocols and Response Plan**

**Effective Date: March 2025**

Your health and safety remain our top priority at Tara Mandala, Inc. (“Tara Mandala”, “we”, “our”). We appreciate your support in maintaining a healthy and vibrant retreat experience for everyone visiting Tara Mandala Retreat Center in Pagosa Springs, CO (“Retreat Center”) and participating in any of our hosted events, whether onsite or at an offsite location. Tara Mandala abides by all current health and safety regulations as set forth by the State of Colorado.

We implement common-sense measures to help mitigate the risk of transmission of communicable diseases such as flu, RSV, and Covid-19 and other illnesses. Masks and hand sanitizers are made available at various locations around the center and at our hosted events. We strongly encourage everyone to practice good hygiene, and hand washing protocols thoroughly and regularly.

In order to support the health of everyone at Tara Mandala, we request all guests and visitors to self-monitor their own physical health condition and take immediate, responsible action if experiencing symptoms of illness. Specifically:

- Before arriving at any in-person event, if you have been in close contact with someone experiencing Covid-19, flu, RSV, or other communicable disease, and if you are feeling unwell or have symptoms of illness, we ask that you refrain from visiting the Retreat Center. Please reach out to our Registrar for assistance at [registrar@taramandala.org](mailto:registrar@taramandala.org) as soon as possible.
- If you are at Tara Mandala Retreat Center and feeling unwell, please alert the Retreat Manager immediately. Maintain physical distance from others and wear a mask when in close proximity or indoors. Please note, Covid-19 tests are available upon request. The Retreat Center Director will work collaboratively with you to create a plan that supports you and addresses the illness appropriately, including seeking immediate medical attention if necessary and/or leaving the retreat.
- Our Retreat Center Director and/or Retreat Manager will check in with you to ensure your symptoms are abating or arrange transportation to a medical facility if additional support is needed. You must also keep our staff informed about your symptoms, especially if they worsen and you are in need of additional support.
- If you test positive for Covid-19, or come down with any communicable diseases (flu, RSV, colds) with active symptoms, you agree to consult with the Retreat Center Director

and/or Retreat Manager to decide the best course of action, which may include leaving the Retreat Center or event, at the Retreat Center's sole discretion. The best decision for the health of all parties affected will be of the utmost consideration.

- If you are attending an offsite Tara Mandala hosted event and feeling unwell, please see the Event Coordinator to create a plan that supports you and addresses the illness appropriately, including seeking medical attention if necessary and/or leaving the retreat.

In the case where a Retreatant has symptoms of any communicable disease such as flu, or RSV, or tests positive for Covid-19 and the decision is to leave the Retreat Center or the retreat, please read our [Retreat Cancellation Policy](#) carefully to understand how Covid-19 and other communicable diseases may impact your cancellation and refund options.

It is our intention to be supportive in these instances of illness and we appreciate your cooperation, compassion, care, and understanding as we work to keep our community safe and healthy.