

## **Release and Waiver of Liability - Attendee or Guardian**

### **Eleventh Biennial Young Jains of America Convention**

This Release and Waiver of Liability (the "Release") is accepted on July 3, 2014 by me (the "Attendee"), or if the Attendee is under the age of 18, by July 3, 2014, the parent having legal custody and/or being the legal guardian of the Attendee (the "Guardian") and hereby grants Young Jains of America ("YJA") the complete authority to stand in Guardian's place and act on Guardian's behalf as a designated proxy for the sole purpose of rendering urgent personal care, medical treatment or procedure, including but not limited to x-ray examination, anesthetic, medical or surgical diagnosis or treatment or procedure (the "Medical Emergency") if an express authorization cannot be obtained from the Guardian at time of the Medical Emergency.

The Attendee and/or the Guardian herein freely and voluntarily release and waive all responsibility from Federation of Jain Associations in North America ("JAINA"), YJA, and all their directors, officers, employees, agents, and volunteers during the Attendee's stay for the Eleventh Biennial Young Jains of America Convention (the "Convention") under the following terms:

1. Attendee and/or Guardian understand that YJA does not and will not carry or maintain health, medical, or disability insurance for any Attendee of this Convention. Each Attendee must have his or her own medical, health or disability insurance and any failure to do so shall be at Attendee's and/or Guardian's own peril.
2. Attendee and/or Guardian hereby release and forever discharge JAINA, YJA and all their directors, officers, employees, agents, and volunteers from any claim whatsoever which may arise regarding any first-aid, medical treatment, and/or service rendered in connection with Attendee's actions or activities at the Convention including, but not limited to, in the case of a minor child, YJA's exercise of the power to consent to medical or dental treatment as under the executed this Release.
3. Attendee and/or Guardian hereby release, forever discharge and hold harmless JAINA, YJA and all their directors, officers, employees, agents, and volunteers from any and all liability, claims, and demands of any kind or nature, either in law or in equity, which arise or may thereafter arise from Attendee's actions and activities at the Convention. Further, Attendee and/or Guardian understand that this Release discharges JAINA, YJA and all their directors, officers, employees, agents from any and all liability or claim(s) that the Attendee may have against JAINA, YJA and/or all their directors, officers, employees, agents with respect to any bodily injury, personal injury, illness, death, or property damage resulting from Attendee's actions, negligence and activities at the Convention. Attendee and/or Guardian also understand and agree that JAINA, YJA and all their directors, officers, employees, and agents, do not assume any responsibility for and have no obligation to provide any assistance including, but not limited to, financial, medical, health or disability insurance in the event of injury or illness.
4. Attendee and/or Guardian understand and agree that YJA may expel anyone from the Convention upon its discretion and Attendee and/or Guardian agree to release, forever discharge and hold harmless JAINA, YJA and all their directors, officers, employees, agents, and volunteers from any and all liability, claims, and demands of any kind or nature, either in law or in equity, resulting from any such expulsion from the Convention.