

## SAN FRANCISCO ZEN CENTER

### WAIVER OF LIABILITY, ASSUMPTION OF RISK

#### 1. Voluntary Participation

I, \_\_\_\_\_, [Participant's name] am voluntarily visiting the San Francisco Zen Center's Tassajara Zen Mountain Center, Carmel Valley, California ("Tassajara").

#### 2. Inherent Risks

Tassajara is located at the bottom of a gorge area, with steep rock walls that overlook the Zen Mountain Center. At all times, both in the immediate area of Tassajara and in the surrounding area, there is a high risk from land falls, falling rocks and boulders and, after rainfall, there is a potential of flooding and injury associated with flooding. In addition, because only one road provides access to and from Tassajara, at any time this road could be blocked, thereby limiting evacuation, access to healthcare and other regular and emergency services.

#### 3. Risks from Fires and Rock Falls

Over at least the last twelve years, fires have occurred in Monterey County (for example, the "Basin-Indians Fire" in 2008 and the Soberanes fire in 2016, burned many thousands of acres in Monterey County including the upper Carmel River, Arroyo Seco, San Antonio, Rat Creek, Big Sur and Little Sur watersheds and other parts of the Los Padres National Forest in which Tassajara is located). As of August 28, 2020, the most recent fires in the general vicinity of Tassajara are the "Carmel Fire" and the "Dolan Fire."

The site of Tassajara is located at the bottom of an active inner gorge area, with steep (nearly vertical) highly fractured rock walls, rock fall, dry ravel and deposits from previous debris flows exist.

The County road giving access to Tassajara may be impacted by fires, debris flows, flooding, and hill failures and may be impassable after fire outbreaks and heavy rain. As such, access to Tassajara may be cut off, making evacuation difficult.

Printed copies of prior reports by the California 2008 "State Emergency Assessment Team" ("SEAT") and the 2016 Watershed Emergency Response Team ("WERT") Reports are available on-line at the following address:

[http://www.co.monterey.ca.us/PR\\_Attachments/20080917SEATREPORT.pdf](http://www.co.monterey.ca.us/PR_Attachments/20080917SEATREPORT.pdf)

[http://www.fire.ca.gov/communications/downloads/Watershed\\_reports/20160930 Soberanes WERT Final.pdf](http://www.fire.ca.gov/communications/downloads/Watershed_reports/20160930_Soberanes_WERT_Final.pdf)

#### **4. Risk of exposure to or infection by COVID-19**

COVID-19 is highly contagious and is known to be spread mainly via respiratory droplets from one person to another. While in transit to/from Tassajara, and while visiting or staying at Tassajara, I agree to abide by the procedures established by SFZC to protect visitors and residents, including wearing a mask & social distancing. I agree that I voluntarily assume the risk that I may be exposed to or infected by COVID-19 in transit to/from Tassajara and while at Tassajara and I waive any liability against SFZC and any other parties.

#### **5. Assumption of Risk**

I have read the above and I am aware that because of factors identified in the SEAT and WERT Reports and the incidence of fires, and COVID-19, there is currently a higher than normal risk to physical safety and life by visiting Tassajara and/or residing in Tassajara during the current period. I am further aware that, at all times, both in the immediate area of Tassajara and in the surrounding area, there is a high risk from fire, land falls, falling rocks and boulders and, after rainfall, I am aware that there is a potential of flooding and injury associated with flooding. I am aware that there is a risk of being exposed to or infected by COVID-19 while in transit to/from Tassajara and while at Tassajara. I acknowledge that there is only one access road out of Tassajara and, as outlined above, this road could be blocked thereby limiting evacuation, access to healthcare and other emergency services.

I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES AT TASSAJARA WITH KNOWLEDGE OF THE DANGERS INVOLVED, AND I HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY, ILLNESS,

OR DEATH, AND VERIFY THIS STATEMENT BY PLACING MY INITIALS  
HERE. \_\_\_\_\_

**6. Waiver of Liability**

As consideration for being permitted by the San Francisco Zen Center to visit and use related facilities at Tassajara, I hereby agree that I, my assignees, heirs, distributees, guardians and legal representatives will not make a claim against, sue, or attach the property of San Francisco Zen Center, its employees, agents, or directors, on account of physical or mental injury, accidents, illness (including death), economic loss, or damage to personal property resulting from the negligence or other acts, howsoever caused, by any employee, agent, or contractor of the San Francisco Zen Center as a result of my presence in Tassajara and participation in the practice session at Tassajara and arising out of the risks described in this release. I hereby release the San Francisco Zen Center from all actions, claims, or demands that I, my assignees, heirs, distributees, guardians and legal representatives now have or may hereafter have for physical or mental injury, accidents, illness (including death), economic loss, or damage to personal property resulting from my participation in the Practice Session at Tassajara and related activities and arising out of the risks described in this Release.

I further understand that this Release covers the period of my visit to Tassajara, including my residency at Tassajara and my travel to and from Tassajara related thereto.

7. Knowing and Voluntary Execution

I HAVE CAREFULLY READ THIS RELEASE, AND I AM SIGNING IT FREELY. I FULLY UNDERSTAND THE CONTENTS OF THIS DOCUMENT AND THE LEGAL CONSEQUENCES OF SIGNING IT, INCLUDING (A) RELEASING THE SAN FRANCISCO ZEN CENTER FROM ALL LIABILITY, (B) WAIVER OF MY RIGHT TO SUE THE SAN FRANCISCO ZEN CENTER, AND (C) ASSUMPTION OF ALL RISKS ASSOCIATED WITH MY PRESENCE AT TASSAJARA, INCLUDING TRAVEL TO AND FROM TASSAJARA.

I understand that this document is written to be as broad and inclusive as legally permitted by the State of California. I agree that if any portion is held invalid or unenforceable, I will continue to be bound by the remaining terms.

Executed \_\_\_\_\_ [date] at \_\_\_\_\_  
[city], California.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
[Printed Name]

DECLARATION OF WITNESS

I certify that \_\_\_\_\_ [Name of Participant]  
acknowledged in my presence that he/she read and fully understood the  
meaning and consequences of the foregoing release, and signed it in my  
presence.

Executed \_\_\_\_\_ [date] at \_\_\_\_\_ [city],  
California.

\_\_\_\_\_  
Signature of Witness  
[Printed Name and Address]

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