

AGREEMENT AND RELEASE OF LIABILITY

Nitartha Institute 2022 Online Courses, Programs and Events

Nitartha Institute (NI) is a non-profit religious institution established to facilitate the access of interested individuals to the study and practice of Tibetan Buddhism, especially as taught by Dzogchen Ponlop Rinpoche.

In consideration of being allowed access to the NI teachings, I agree as follows:

Under no circumstances will Nitartha Institute be liable in any way for any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to the online courses. Nitartha may delete any content, or remove you from a session in progress, at any time without notice to you, if Nitartha becomes aware that the content you transmitted violates any provision of the 2022 Ethical Conduct Agreement, or any law.

I will not transmit any content or use any chat function except as permitted in connection with the class I am taking.

I agree not to use Nitartha's 2022 Online Courses, Programs and Events to communicate any message or material that is harassing, libelous, threatening, obscene, indecent, would violate the intellectual property rights of any party or is otherwise unlawful, that would give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation.

I understand that if my video is on, others may see me and I further agree that NI is not liable for any embarrassment or cause of action I may have or others may have against me as a result of my being seen by others on-line.

I understand that NI cannot control the actions and video screens of others online, and I agree that NI is not liable for any upset or cause of action I may have as a result of what I may see on-line.

HAVING CONSIDERED THE ABOVE, AND AS MY SHARE IN SUPPORTING NI, I FREELY ACCEPT AND VOLUNTARILY ASSUME THE RISKS OF INJURY AND RELEASE NI AND THEIR STAFF, EMPLOYEES AND AGENTS FROM ANY AND ALL LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM THE NEGLIGENT CONDITIONS OF THE OPERATIONS OF NI AND FROM THE ACTS OR OMISSIONS OF NI STAFF OR FROM RESPONSIBILITY FOR ANY SUCH DAMAGE OR INJURY OF ANY KIND THAT MAY RESULT. I MAKE THIS AGREEMENT AND RELEASE FOR ANY PART OF THE NI PROGRAM IN WHICH I MAY PARTICIPATE, AND I AGREE THAT MY RELEASE COVERS ANY CLAIM THAT MY SUCCESSORS, HEIRS OR ASSIGNS MAY HAVE.