

Terms of Use: Basic Terms, Donation Terms, and Liability Waiver

Updated March 2022

Please read this page carefully. Our Terms of Use apply to all users at all times. Our Terms of Use include our [Basic Terms](#), [Donation Terms](#), and [Liability Waiver](#).

Basic Terms

By using the Omprakash.org website, (the "Website") you agree to be bound by these Terms of Use (this "Agreement"), whether or not you register as a member of Omprakash ("Member"). If you wish to make use of any of the information and resources provided by the Omprakash service (the "Service"), please read and agree to these Terms of Use. If you object to anything in this Agreement or the Omprakash Privacy Policy, do not use the Website or the Service. The Terms of Use are subject to change by Omprakash at any time, effective upon posting on the Omprakash.org website, and your use of the Service after such posting will constitute acceptance by you of such changes.

These Terms of Use apply to all individuals who use the Website at any time for any purpose, including when acting on behalf of any organization or institution (e.g. an Omprakash Partner or any other partnering organization). Each individual user is responsible for reading and understanding these Terms of Use. Furthermore, as explained below in Section 5 ("Interactions with Organizations and Individuals"), Section 8 ("Disclaimers"), Section 11

(“Limitation on Liability”), and Section 14 (“Indemnity by You”), **you are solely responsible for your own interactions (in-person or online) with all individuals, organizations, and content on the Website, and you accept full liability for any harms or damages that may arise from these interactions.**

1. Acceptance of Terms of Use Agreement

a. Electronic Agreement

This Agreement is an electronic contract that sets out the legally binding terms of your use of the Website. This Agreement may be modified by Omprakash from time to time, such modifications to be effective upon posting by Omprakash on the Website. The latest version of this Agreement is always available at <https://www.omprakash.org/termsfuse>. This Agreement includes Omprakash’s [Privacy Policy](#), [Donation Terms](#), [Liability Waiver](#), and any notices regarding the Website. By accessing the Website or registering, you accept this Agreement and agree to the terms, conditions and notices contained or referenced herein.

b. Electronic Form

By accessing the Website or registering, you consent to have this Agreement provided to you in electronic form.

c. Non-electronic Copy

You have the right to receive this Agreement in non-electronic form. You may request a non-electronic copy of this Agreement either before or after you electronically sign the Agreement. To receive a non-electronic copy of this Agreement, please send an e-mail to info@omprakash.org or a letter and self-addressed stamped envelope to: Omprakash, 2311 N. 45th St., Seattle WA, 98103, USA.

d. Withdrawing Your Consent

You have the right at any time to withdraw your consent to have this Agreement provided to you in electronic form.

- *Effect.* Should you choose to withdraw your consent to have this Agreement provided to you in electronic form, we will discontinue your then-current username and password. This means that you will not have the right to use the Service unless, and until, we issue you a new username and password. We only will issue you a new username and password after we receive a signed copy of a non-electronic version of this Agreement, which we will send to you upon request.
- *Notice.* To withdraw your consent and/or request a non-electronic copy of this Agreement, please send an email to info@omprakash.org or a letter and self-addressed stamped envelope to: Omprakash, 2311 N. 45th St., Seattle WA, 98103, USA.
- *Prospective Nature.* Your withdrawal of consent shall be effective within a reasonable time after we receive your withdrawal notice described above. Your withdrawal of consent will not affect the legal validity or enforceability of the Agreement provided to, and electronically signed by, you prior to the effective date of your withdrawal.

e. Access and Retention

In order to access and retain this electronic Agreement, you must have access to the World Wide Web, either directly or through devices that access web-based content, and pay any service fees associated with such access. In addition, you must use all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device. Please print a copy of this document for your records. To retain an electronic copy of this Agreement, you may save it into any word processing program. Via, the Website, we will notify you of any changes in the hardware or software requirements needed to access and/or retain this Agreement that create a material risk that you will not be able to continue to access and/or retain this electronic Agreement.

2. Term

This Agreement will remain in full force and effect while you use the Website and/or are registered. You may terminate your registration and/or subscription at any time, for any reason, by following the instructions on the Website, by e-mailing notice to info@omprakash.org, or sending written notice to: Omprakash, 2311 N. 45th St., Seattle WA, 98103, USA.

Omprakash is not required to provide you notice prior to the termination of your account. Omprakash is not required to provide a reason for the termination of your account. Even after your account is terminated, this agreement shall remain in effect. All terms that by their nature may survive termination of this Agreement shall be deemed to survive such termination.

3. Non-commercial Use by Members

The Website is for the personal use of individual users only and may not be used in connection with any commercial endeavors. Organizations, companies, and/or businesses may not use the information provided by the Website for any commercial purpose. Illegal and/or unauthorized uses of the Website, including collecting usernames and/or email addresses of registered users by electronic or other means for the purpose of sending unsolicited email and unauthorized framing of or linking to the Website may be investigated, and appropriate legal action will be taken, including without limitation, civil, criminal, and injunctive redress. Use of the Website is with the permission of Omprakash.org, which may be revoked at any time, for any reason, in Omprakash.org's sole discretion.

4. Account Security

You are responsible for maintaining the confidentiality of the username and password that you designate during the Registration process, and you are fully responsible for all activities that occur under your username and password. You agree to (a) immediately notify Omprakash.org of any unauthorized use of your username or password or any other breach of security, and (b) ensure that all information acquired during use of the Website is used in a legal and responsible manner. Omprakash.org will not be liable for any loss or damage arising from your failure to comply with this provision. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. If you share your computer with others, you may wish to consider disabling your auto-sign in feature if it is so enabled.

5. INTERACTION WITH ORGANIZATIONS AND INDIVIDUALS WHOSE INFORMATION CAN BE FOUND ON WEBSITE

YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH ANY ORGANIZATION OR INDIVIDUAL FOUND ON THE WEBSITE. THIS INCLUDES ONLINE INTERACTIONS AS WELL AS IN-PERSON INTERACTIONS. YOU UNDERSTAND THAT OMPRAKASH DOES NOT IN ANY WAY MONITOR OR CONTROL THE ORGANIZATIONS AND INDIVIDUALS PRESENTED ON THE WEBSITE OR THEIR ACTIVITIES, NOR DOES OMPRAKASH MONITOR THE BEHAVIOR OF ANY POTENTIAL VOLUNTEERS WHO PROVIDE INFORMATION ON THE ORGANIZATIONS PRESENTED ON THE WEBSITE. OMPRAKASH MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS AND/OR VOLUNTEERS, OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE ORGANIZATIONS PRESENTED ON THE WEBSITE. IN NO EVENT SHALL OMPRAKASH BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE INFORMATION ON THE WEBSITE, INCLUDING WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM VOLUNTEER ACTIVITIES, ONLINE LEARNING ACTIVITIES, OR ANY INTERACTIONS WHATSOEVER, OF ANY FORM, WITH ORGANIZATIONS OR INDIVIDUALS PRESENTED ON THE WEBSITE. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL INTERACTIONS WITH ANY ORGANIZATION AND/OR OTHER VOLUNTEERS, PARTICULARLY WHEN TRAVELING TO WORK WITH THEM IN-PERSON, BUT ALSO WHEN INTERACTING WITH THEM ONLINE. YOU SHOULD NOT PROVIDE YOUR FINANCIAL INFORMATION (FOR EXAMPLE, YOUR CREDIT CARD OR BANK ACCOUNT INFORMATION) OR OTHER SENSITIVE PERSONAL INFORMATION TO ANYONE.

6. Content on Omprakash.org

a. Proprietary Rights

Omprakash.org owns and retains all proprietary rights in the Website and any material posted by users and non-users to the Website. Except for that information which is in the public domain or for which you have been given written permission, you may not copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information.

b. Reliance on Content, Advice, Etc.

Opinions, advice, statements, offers, or other information or content made available through Omprakash.org, but not directly by Omprakash.org, are those of their respective authors, and should not be relied upon. Such authors are solely responsible for such content. Omprakash.org does not: (i) guarantee the accuracy, completeness, or usefulness of any information on the Website, or (ii) adopt, endorse or accept responsibility for the accuracy or reliability of any opinion, advice, or statement made by any party that appears on the Website. Under no circumstances will Omprakash.org or Omprakash be responsible for any loss or damage resulting from your reliance on information or other content posted on the Website or transmitted to or by any users of the Website.

c. Reporting abusive or inappropriate content

I understand that I can report abusive or inappropriate content on Omprakash.org at any time by emailing info@omprakash.org. I understand that the Omprakash team will review my complaint as soon as possible and will use their sole discretion when determining an appropriate response.

7. Content Posted by You on Omprakash.org.

a. You are solely responsible for the Content that you publish or display (hereinafter, "post") on the Website, or transmit to other users. You will not post on the Website, or transmit to other users, any defamatory, inaccurate, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, racially offensive, or illegal material, or any material that infringes or violates another party's rights (including, but not limited to, intellectual property rights, and rights of privacy and publicity). You will not provide inaccurate, misleading or false information to Omprakash.org or to any other

user. If information provided to Omprakash.org, or another user, subsequently becomes inaccurate, misleading or false, you will promptly notify Omprakash of such change.

b. You understand and agree that Omprakash may review and delete any content, messages, double-blind emails, photos or profiles (collectively, "Content"), in each case in whole or in part, that in the sole judgment of Omprakash violate this Agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of other users.

c. By posting Content to any area of Omprakash.org, you automatically grant, and you represent and warrant that you have the right to grant, to Omprakash.org, its affiliates, licensees and successors, an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, reproduce, adapt, modify and distribute such information and content and to prepare derivative works of, or incorporate into other works, such information and content, and to grant and authorize sublicenses of the foregoing. You further represent and warrant that public posting and use of your content by Omprakash.org will not infringe or violate the rights of any third party.

d. By posting Content to any area of Omprakash.org, you acknowledge that this Content may be used for research purposes, including publications and conference presentations. You hereby grant permission for Omprakash to use anonymized excerpts of any Content for research purposes.

8. Disclaimers

Omprakash.org is not responsible for any incorrect or inaccurate Content posted on the Website or in connection with the Service, whether caused by users of the Website, Members or by any of the equipment or programming associated with or utilized in the Service. Omprakash is not responsible for the conduct, whether online or offline, of any user of the Website or Member of the Service. Omprakash assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, user or Member communications. Omprakash is not responsible for any problems or technical malfunction of any telephone network or lines,

computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any Website or combination thereof, including injury or damage to users or to any other person's computer related to or resulting from participating or downloading materials in connection with the Web and/or in connection with the Service. Under no circumstances will Omprakash or any of its affiliates, advertisers, promoters or distribution partners be responsible for any loss or damage, including personal injury or death, resulting from anyone's use of the Website or the Service, any Content posted on the Website or transmitted to users, or any interactions between users of the Website, whether online or offline. The Website and the Service are provided "AS-IS" and Omprakash expressly disclaims any warranty of fitness for a particular purpose or non-infringement. Omprakash cannot guarantee and does not promise any specific results from use of the Website and/or the Service. Any advice that may be posted on the Website is for informational purposes only and is not intended to replace or substitute for any professional financial, medical, legal, or other advice. Omprakash makes no representations or warranties and expressly disclaims any and all liability concerning any treatment, action by, or effect on any person following the information offered or provided within or through the Website. If you have specific concerns or a situation arises in which you require professional or medical advice, you should consult with an appropriately trained and qualified specialist.

9. Consent

If you choose to browse and use the Website, you are agreeing to comply with the above terms of use in regards to information and/or data shared by you and used by Omprakash through this agreement and the Privacy Policy. If you disagree with any part of these terms and conditions or any data-retention procedures stated in the Privacy Policy, please do not use the Website.

10. Links

The Website may provide, or third parties may provide, links to other World

Wide Web sites or resources. Because Omprakash has no control over such sites and resources, you acknowledge and agree that Omprakash is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that Omprakash shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of, or reliance upon, any such Content, goods or services available on or through any such site or resource.

11. Limitation on Liability

Except in jurisdictions where such provisions are restricted, in no event will Omprakash be liable to you or any third person for any indirect, consequential, exemplary, incidental, special or punitive damages, including also lost profits arising from your use of the Web site or the Service, even if advised of the possibility of such damages.

12. U.S. Export Controls

Software from this Website (the "Software") is further subject to United States export controls. No Software may be downloaded from the Website or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other Country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the Software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

13. Jurisdiction and Choice of Law

If there is any dispute arising out of the Website and/or the Service, by using the Website, you expressly agree that any such dispute shall be governed by the laws of the State of Washington, without regard to its conflict of law

provisions, and you expressly agree and consent to the exclusive jurisdiction and venue of the state and federal courts of the State of Washington, for the resolution of any such dispute.

14. Indemnity by You

You agree to indemnify, hold harmless and defend Omprakash and the subsidiaries, affiliates, officers, agents, directors, representatives, partners and employees of the foregoing (the “Omprakash Indemnitees”), from and against any and all liabilities, claims, demands, causes of action, suits, losses, damages, fines, judgments, settlements, and expenses (including attorneys’ fees and court costs) (“Claims”) which may be suffered, made or incurred by any Omprakash Indemnitee arising out of your use of the Service in violation of this Agreement, any violation and/or breach by you of this Agreement, and/or any breach of your representations and warranties hereunder, including, but not limited to, Claims arising from your interactions with any organization found on the Website, and Claims arising out of any reliance by you on information or other content posted on the Website or transmitted to or by any users of the Website.

15. No Third Party Beneficiaries

You agree that, except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this Agreement.

16. Other

This Agreement contains the entire agreement between you and Omprakash.org regarding the use of the Website. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.

Donation Terms

If you choose to make a donation to Omprakash or to any Omprakash Partner, you are giving your implied consent to abide by our Donation Terms.

Before donating any funds to Omprakash, please carefully read and agree to the following terms and conditions:

1. Omprakash only accepts monetary donations. If you would like to make a donation of property or intangible assets, please contact info@omprakash.org.
2. If you would like your donation to be anonymous, please email info@omprakash.org
3. If you would like to earmark your donation for a specific Omprakash Partner (a “Designee”), please write on the “memo” line of your check, or, to earmark your electronic donation by submitting it via a specific Partner’s ‘Donate’ page or via an Omprakash Crowdfunding campaign associated with that Partner. However, Omprakash reserves the right in its sole and absolute discretion to not provide any earmarked funds to a Designee for any reason, including, without limitation, concerns about the transparency of the Designee’s reporting procedures.
4. If you would like to donate to defray the costs of travel and living expenses for Omprakash volunteers, you can donate via an Omprakash Crowdfunding campaign associated with specific volunteers. Only volunteers who are participating in the Omprakash EdGE program are eligible to create

Crowdfunding campaigns. Please note that before volunteers can receive funds via Omprakash, they must submit a detailed budget indicating how the funds will be used. Funds cannot be used in any way that is inconsistent with the Omprakash charitable purpose. Omprakash reserves the right in its sole and absolute discretion to not provide any earmarked funds to a Designee for any reason, including, without limitation, concerns about the transparency of the Designee's reporting procedures.

5. Omprakash will make commercially reasonable efforts to notify a donor of any earmarked funds not conferred to a Designee. Omprakash respects the wishes of donors; however, Omprakash reserves the right in its sole and absolute discretion to use any donations, including earmarked funds, for any purpose.

6. Omprakash charges a flat 2% fee for processing donations for its Partners. However, this fee is only applied to Partners who have already raised more than \$10,000 via Omprakash. Partners below this threshold will incur no processing fees from Omprakash. The 2% fee also applies to all funds raised by volunteers.

7. Aside from Omprakash processing fees, all transactions are subject to third party fees, including, without limitation, Paypal fees and bank transfer fees. These fees will be deducted from any donation to be transferred. By way of example, if a donor earmarks \$100 via Paypal, and Paypal deducts \$1, and it costs \$3 for Omprakash to make a bank transfer to a Designee in India, such Designee will receive \$96. If this Designee is a Partner and has already raised over \$10,000 via Omprakash, it will be subject to the additional 2% fee from Omprakash, and thus will receive \$94. If the designee is a volunteer, it will be subject to the additional 2% fee regardless of past fundraising.

8. You agree that Omprakash cannot and will not monitor all uses of funds transferred to a Designee or any other Omprakash Partner or Volunteer. By

donating any funds to Omprakash, you acknowledge that you understand the risks inherent to any donation and agree to indemnify, defend, and hold Omprakash harmless from and against any and all claims by you related to the use of any funds transferred to a Designee or any other Omprakash Partner or Volunteer.

9. If you receive an electronic receipt for your donation but would like to receive a paper receipt, please contact info@omprakash.org.

Liability Waiver

OMPRAKASH LIABILITY WAIVER

WARNING! BY AGREEING TO THESE TERMS, YOU GIVE UP CERTAIN LEGAL RIGHTS. PLEASE READ CAREFULLY.

In consideration of choosing to participate in an Omprakash Program (the “Program”), I hereby agree as follows:

Deposit:

By consenting to this waiver, I agree that any fees, deposits, or other monies provided by me to Omprakash are non-refundable, and that any refunds (if any) are at the sole and absolute discretion of Omprakash.

Terms of Use and Privacy Policy:

By consenting to this waiver, I acknowledge that, as a registered user of the Omprakash website (www.omprakash.org), I have read and agreed to the Omprakash Terms of Use and Privacy Policy. I am aware that these Agreements are available for my review at any time. For as long as I

participate in the Omprakash EdGE program or interact with any aspect of the Omprakash.org website, I agree to the Omprakash Terms of Use and Privacy Policy.

Responsibility for Preparation:

For online learning and interaction: Insofar as my engagement with the Program may involve online interaction with other individuals or organizations, either instead of or in addition to any in-person interaction, I assume responsibility for appropriate preparation for this experience.

For internship, volunteer, or community engagement experiences: Insofar as my engagement with the Program may involve an internship or volunteer experience with an organization other than Omprakash, which may or may not be an Omprakash Partner, I assume responsibility for appropriate preparation for this experience. This includes, but is not limited to, preparation to manage and mitigate risks to my physical and mental health, as well as preparation for additional financial costs (e.g. travel, living, or working expenses) additional to any fees paid to participate in this program.

For travel: Insofar as my engagement with the Program may involve travel to a foreign country or any other location, including within my home country, I assume responsibility for all the elements necessary for my personal preparation for the Program experience. If appropriate, I have read the relevant United States Department of State (www.state.gov) consular information about my intended destination available on-line and have factored this information into my decision.

Acceptance of Conditions:

If I choose to travel to volunteer, intern, or work in-person with an Omprakash Partner or any other organization in conjunction with my participation in the Omprakash EdGE program, I understand that conditions in my working location may not meet the occupational health and safety standards found in my home context. Further, I understand and accept that my choice to work in-person with a host organization may expose me to diseases and to unsanitary living and working conditions that I might not otherwise encounter in my home context. I understand that Omprakash cannot and does not monitor or control any of my daily personal decisions, choices, and activities, or those of other participants or third parties with whom I interact.

Assumption of Risks:

I understand that participation in the Program and/or with an Omprakash Partner or any organizations familiar or unfamiliar to Omprakash may take me away from home for an extended period of time. I understand that I will be in unfamiliar surroundings and may be exposed to risks to my person and possessions.

I understand that I may suffer physical injury, sickness or death, or damage to my property and that there is a possibility of, without limitation, violence, crime, civil unrest, homesickness, and/or loneliness or other mental health challenges. Furthermore, I understand that my participation in the Program may bring me into contact — either online or in-person, or both — with people, experiences, and ideas I find to be offensive, challenging, traumatizing, and/or harmful in any other way. I freely and voluntarily accept and assume all risks, dangers and hazards known and unknown to me. I agree that Omprakash is not able to ensure my safety from such risks, dangers or hazards.

Assumption of Responsibility:

I understand that it is my responsibility to abide by all applicable Program and Omprakash Partner policies and laws of the host country or context, and to ensure that I have adequate medical, personal health, dental and accident insurance coverage, as well as protection of my personal possessions.

Personal Fault:

I understand that there may be certain matters for which I can be held personally liable, including, without limitation, circumstances that do not relate to or arise from my volunteering experience or that fall outside of the scope of the Program, and/or conduct that is not considered reasonable for an individual in my position. I agree to be accountable in all respects for my own actions and will not ask or demand Omprakash or its agents to accept the consequences thereof. I agree to indemnify and hold Omprakash and its staff, volunteers and agents harmless from and against any and all claims made in relation to my own actions.

Waiver of Liability:

I AGREE TO RELEASE OMPRAKASH, ITS STAFF, VOLUNTEERS AND

AGENTS FROM ANY AND ALL LIABILITY ARISING OUT OF ANY LIABILITY, CLAIM, CAUSE OF ACTION, SUIT, LOSS, DAMAGE, INJURY, FINE, JUDGMENT, SETTLEMENT AND/OR EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) WHICH MAY BE SUFFERED, MADE, OR INCURRED BY ME AS A RESULT OF MY PARTICIPATION IN THE PROGRAM, INCLUDING, BUT NOT LIMITED TO, ACCIDENTS, ACTS OF GOD, WAR, CIVIL UNREST, SICKNESS, TRANSPORTATION, SCHEDULING, GOVERNMENT RESTRICTIONS OR REGULATIONS, AND ANY AND ALL EXPENSES WHICH I MAY INCUR WHILE PARTICIPATING IN MY TRAVEL OR VOLUNTEER OR ONLINE LEARNING ACTIVITIES.

Next of Kin:

TO THE FULLEST EXTENT PERMITTED BY LAW, I RELEASE OMPRAKASH, ITS STAFF, VOLUNTEERS AND AGENTS FROM ANY AND ALL LIABILITY ARISING OUT OF ANY LIABILITY, CLAIM, CAUSE OF ACTION, SUIT, LOSS, DAMAGE, INJURY, FINE, JUDGMENT, SETTLEMENT AND/OR EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) WHICH MAY BE SUFFERED, MADE, OR INCURRED BY MY NEXT OF KIN AS A RESULT OF MY PARTICIPATION IN THE PROGRAM, INCLUDING, BUT NOT LIMITED TO, ACCIDENTS, ACTS OF GOD, WAR, CIVIL UNREST, SICKNESS, TRANSPORTATION, SCHEDULING, GOVERNMENT RESTRICTIONS OR REGULATIONS, AND ANY AND ALL EXPENSES WHICH I MAY INCUR WHILE PARTICIPATING IN MY TRAVEL OR VOLUNTEER OR ONLINE LEARNING ACTIVITIES.

Indemnification:

I indemnify, hold harmless, and defend Omprakash, its staff, volunteers and agents from and against any and all liabilities, claims, causes of action, suits, losses, damages, injuries, fines, judgments, settlements and expenses (including reasonable attorneys' fees and court costs) which may be suffered, made, or incurred by Omprakash, its staff, volunteers and/or agents as a result of my participation in the Program.

Insurance:

I agree and understand that I am responsible for obtaining, maintaining,

understanding, and paying for my own insurance for the duration of my participation in the Program. Except as otherwise agreed upon by Omprakash, Omprakash does not carry or maintain health, medical, disability or Workers Compensation insurance coverage for myself or any volunteer.

I agree and understand that Omprakash may enter into a relationship with one or more third party insurers in order to provide basic protection for myself and others enrolled in the Program. I agree that Omprakash may subtract any charges or fees for such insurance from my Program fee. I further agree and understand that if Omprakash does enter into a relationship with a third party insurer for my benefit, any and all aspects of insurance coverage are exclusively between myself and the third party insurer.

I understand that, with regard to insurance, my responsibilities are as follows:

- (1) To obtain and understand any and all information regarding my coverage under the third party insurer.
- (2) To decide whether the coverage is sufficient for my needs and/or the purposes of my participation in the Program.
- (3) To obtain additional or supplemental insurance if I so desire.
- (4) To possess and maintain any relevant documents, contracts, identification cards, and contact information regarding my insurance coverage.
- (5) To direct any and all disputes, questions, problems, or general correspondence regarding coverage solely to the third party insurer, and not to Omprakash.

I EXPRESSLY WAIVE OMPRAKASH AND THE PROGRAM FROM ANY CLAIMS OF COVERAGE AND UNDERSTAND THAT MY CONTRACTUAL RELATIONSHIP WITH ANY THIRD PARTY INSURER CONTRACTED WITH FOR MY BENEFIT IS INDEPENDENT FROM AND TO MY RELATIONSHIP WITH OMPRAKASH AND THE PROGRAM. I EXPRESSLY WAIVE OMPRAKASH AND THE PROGRAM FROM ANY SUBROGATION PROCEEDINGS OR DISPUTES OF COVERAGE, EITHER PRIOR TO, DURING, OR FOLLOWING MY PROGRAM PERIOD.

Medical Treatment:

I hereby release and forever discharge Omprakash and the Program from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the my activities with Omprakash or the Program.

Health:

I agree and verify that there are no physical or mental health-related conditions or problems that preclude me from participating. I acknowledge that certain immunizations are recommended, and that I am responsible for obtaining all necessary immunizations.

Background Check:

I agree that Omprakash may perform a criminal history check prior to my participation in the program. I agree to provide Omprakash with my date of birth and other reasonable information (that is permitted by law) that may be requested from time to time by Omprakash.

Acknowledgement:

I acknowledge that I have been advised by Omprakash of the risks and dangers of my participation in the program as well as the need to act in a responsible manner at all times. I agree that Omprakash will not supervise my day-to-day activities, living arrangements, online learning experiences, or fund-raising activities throughout the duration of the Program.

Personal Conduct:

I accept responsibility for the effect my conduct has on the other participants, hosts, Omprakash Partners, and me, and I agree to conform to standards of conduct consistent with maintaining the reputation of Omprakash. I understand and agree that as a participant in the Program, Omprakash policy and corresponding University policies (if appropriate) apply to my activities and participation in the experience.

I understand that I am also responsible for complying with these terms of participation and with emergency procedures adopted by the Program, any relevant University policy, any third party insurance policies and for obeying

host country laws while not necessarily enjoying the same privileges as the host country nationals.

I understand that conduct considered unacceptable to Omprakash and the Program includes excessive use of alcohol, fighting, abusive behaviors toward others, sexual harassment, criminal conduct of any kind, participation in (vs. observation of) political activities, use of illegal drugs, or unwillingness to cooperate with host representatives.

I understand that Omprakash and/or its Partner organizations reserve the right to dismiss me from the program if my personal conduct violates these Terms.

Governing Law and Venue:

The laws of the State of Washington (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this waiver, including, without limitation, its interpretation, construction, performance, and enforcement.

Any claims or actions regarding or arising out of this waiver must be brought exclusively in a court of competent jurisdiction sitting in Seattle, Washington, and I submit to the jurisdiction of such courts for the purposes of all legal actions and proceedings arising out of or relating to this waiver. I waive, to the fullest extent permitted by law, any objection that I may now or later have to (i) the venue of any legal action or proceeding arising out of or relating to this waiver brought in any state or federal court sitting in Seattle, Washington; and (ii) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum. I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Washington and that this Release shall be governed by and interpreted in accordance with the laws of the State of Washington.

Terms of Use and Privacy Policy:

I understand and agree to all Terms of Use of Omprakash, including all terms, disclaimers, and proprietary agreements. I also understand and agree to the Omprakash Privacy Policy. I understand that I can review these agreements at any time by visiting <https://www.omprakash.org/privacypolicy> and <https://www.omprakash.org/termsfuse>. I understand that all content

posted on Omprakash.org by any registered or non-registered users are subject to the proprietary rights of Omprakash and its Terms of Use and Privacy Policy.

General:

This waiver shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns. Except as expressly provided herein, the rights, obligations and remedies created by this waiver are cumulative and in addition to any other rights, obligations, or remedies otherwise available at law or in equity, and nothing herein shall be considered an election of remedies.

My relationship with Omprakash is that of an independent contractor and nothing in this waiver shall be deemed to create an employer/employee, principal/agent, partnership or joint venture relationship. No amendment, modification, replacement, termination or cancellation of any provision of this waiver shall be valid, unless the same shall be in writing and signed by Omprakash. No waiver by Omprakash of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, may be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising because of any prior or subsequent such occurrence. No waiver or failure to exercise any option, right or privilege under the terms of this waiver on any occasion or occasions shall be construed to be a waiver of the same or any other option, right or privilege on any other occasion. The provisions of this waiver shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. The name assigned to this waiver and the section captions used herein are for convenience of reference only and shall not be construed to affect the meaning, construction or effect hereof.

Consent:

My consent to this waiver is given freely in order to indicate my understanding of the acceptance of the realities of the Omprakash Program and in consideration for being permitted by Omprakash to participate in any and all activities that fall within the scope and duration of my participation in

the Program. My choice to participate in this program signifies my consent to this waiver and shall be deemed to be of the same legal force and effect as an original copy of this waiver bearing my signature as originally written by me.