PLEASE READ CAREFULLY, UNDERSTAND FULLY, AND ASK QUESTIONS IF ANYTHING IS UNCLEAR. WE ARE HERE TO SUPPORT YOU. BY SIGNING THIS, YOU AGREE, AND YOU AGREE TO BE BOUND BY ALL THE TERMS OF THIS AGREEMENT.

AGREEMENT

The WNY Ovarian Cancer Project (OCP) and the Sisters of St. Francis at Stella Niagara Center of Renewal extend a warm welcome to our retreat participants. We ask that you agree to the following SAFETY PRECAUTIONS and GUIDELINES (COVID-19 Protocols) set forth by the Centers for Disease Control & Prevention (CDC), Niagara County, and the Ovarian Cancer Project and Stella Niagara Leadership.

I agree that I will not attend the retreat if I feel sick or ill. Masks are optional. I agree to abide by and follow the Center of Renewal's Health & Safety Protocols & Precautions.

We encourage you to be FULLY VACCINATED for COVID & have had the FLU Vaccine.
"Fully vaccinated" means two Pfizer or Moderna vaccinations (or one Johnson & Johnson vaccine) plus available BOOSTER vaccines.

Upon arrival, I agree to take a COVID test (home test kit style) which will be provided as an extra layer of protection. Anyone not completing these steps (or having adverse response outcomes) will not be able to enter and participate in the retreat.

RELEASE & LIABILITY WAIVER

I agree to release the WNY Ovarian Cancer Project, staff, volunteers & consultants of any liability during the RETREAT. Please be aware that if you do not sign this Waiver and agree to its terms, you will not be permitted to participate in the retreat.

PLEASE READ CAREFULLY, UNDERSTAND FULLY, AND ASK QUESTIONS IF ANYTHING IS UNCLEAR. WE ARE HERE TO SUPPORT YOU. MAKE SURE YOU UNDERSTAND THIS WAIVER. BY SIGNING THIS, YOU AGREE, AND YOU AGREE TO BE BOUND BY ALL THE TERMS OF THIS AGREEMENT.
1. Parties. We will refer to WNY Ovarian Cancer Project, Inc., a corporation registered in the State of New York, as "Ovarian Cancer Project," "OCP," "us," or "we" or "our," and we'll refer to you, the undersigned (electronically or by hand) or person who has clicked "I Agree" to this Waiver, as "you" or "your."
2. The Activities. All activities associated with the Retreat, including but not limited to yoga, walking, or hiking on the grounds of the Center for Renewal. We offer various levels of yoga, all of which may involve but are not limited to the following ("Activities" ):
2.1 Stretching and flexibility training in the form of yoga poses, body weight and strength exercises, breathwork, meditation, and relaxation. The constant in all of these classes is that the activities involve stretching and performing yoga poses.
2.2 The Activities performed as part of our sessions include self-practice hours/sessions that may be unsupervised, and therefore we need you to acknowledge that you practice at your own risk.
3. Equipment. In the course of the Activities, you will use a variety of equipment, which may include but is not limited to: blocks, bolsters, straps, mats, resistance bands, and pillows (the "Equipment"). Please do not use any equipment not instructed by the Ovarian Cancer Project.
4. Inherent Risks. You understand that participating in the Activities poses inherent risks, some more obvious/serious than others.
4.1 Additional risks are posed by participating in the Activities online, as there is no in-person supervision or space provided for you, and you will therefore need to ensure the safety of the Activities, using your judgment on how to best practice them, not pushing yourself too far or attempting anything you feel unsure how to perform.
5. Affirmation of Health. By participating in any retreat Activities with the Ovarian Cancer Project, you affirm that you have sought medical advice regarding your fitness to attend the retreat or are certain of your ability to participate in yoga. If you have any pre-existing medical conditions (e.g., cancer, asthma, diabetes, heart disease), physical injuries, weakness, or post-surgery, you should consult your doctor first before engaging in the Activities. Please communicate and inform us IMMEDIATELY if at any point you do not feel well during the Activities.
6. Voluntary Assumption of Risk. You have read this Waiver and understand the risks of participating in the Activities with the Ovarian Cancer Project. Your signature below, electronic signature or clicking 'I Agree,' and your participation in the retreat of the Ovarian Cancer Project illustrate your voluntary engagement and assumption of the risks of the Activities.
7. Release, Waiver, and Indemnity. You hereby release, hold harmless, indemnify and waive any claims against the Ovarian Cancer Project, its members, directors, officers, contractors, employees, volunteers, agents, executors, administrators, successors, family members, and assigns (the "Released Parties") from any liability and damages arising from personal injuries, however, caused including as a result of the Ovarian Cancer Projects negligence, during your participation in the Activities with the Ovarian Cancer Project. You are releasing the Released Parties at your own risk, and you agree to forfeit any and all forms of legal recourse.
8. Continued Agreement. Agreement to this Waiver will act as your continued Agreement to
9. General Legal Provisions. Jurisdiction. This Waiver will be governed exclusively by the laws of the State of New York. Severability. If any provisions of this Waiver are invalid or unenforceable, the other provisions in the Waiver will remain in full force and effect. Entire Agreement. This Waiver constitutes the entire Agreement between the parties and replaces any prior agreements. Headings. The headings used in this Waiver are for stylistic purposes only, and none of the content in the headings are intended to be legally binding. Online Agreement. We agree that this Agreement may be signed electronically or agreed to by having you click "I Agree," the effect of which will be the same as signing by hand and the intention of which is that both parties desire to be bound by all the terms of the Agreement.
You've agreed that you have read this Waiver and fully understand its contents and voluntarily agree to be bound to all of its terms.