

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

## AGREEMENT

The WNY Ovarian Cancer Project (OCP) would like to extend a warm welcome to our yoga & meditation participants. Our Values are important. We ask that during your time with us, you honor them.

- Hope – Through education, support, and advocacy.
- Constancy – Lifelong support, beyond the treatment phase
- Welcome – All are received with warmth, compassion, and understanding
- Empowerment – Courage to live life to the fullest
- Inspired – Motivated to move forward, to support others
- Respect – All are recognized as unique, beautiful individuals whose input and participation is valued
- Advocacy – We are a sisterhood which supports one another and the important message we share with the community. We strive to make a difference in the world.
- Integrity – We are well informed and share relevant, reliable information.
- Compassion – We take the time to understand one another's needs; we treat one another with kindness. Together we make a difference.

## RELEASE & LIABILITY WAIVER

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

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 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 YOGA & MEDITATION, including but not limited to 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: a chair, 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 YOGA AND MEDITATION Activities with the Ovarian Cancer Project, you affirm that you have sought medical advice regarding your fitness to participate in YOGA & MEDITATION, and 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. Cancer patients interested in beginning yoga should first consult their physician. Because of limitations due to surgery, chemotherapy and radiotherapy. Pregnant women and individuals with hypertension or glaucoma should use caution when practicing certain yoga postures. 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. 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.