Synchronicity Foundation, Inc. / Sanctuary Retreat Center (SFI/SRC)

PARTICIPANT: First Name	Last Name	
Address		
Primary Telephone	Cell Phone	
Email Address		
Is PARTICIPANT 18 years of age or older? Yes/No		
Emergency Contact Information:	<u>.</u>	
First Name	Last Name	
Relationship	Location & Time Zone	
Primary Telephone	Cell Phone	

Release, Consent and Waiver of Liability

PARTICIPANT herein after referred to as "I".

I hereby understand, acknowledge and agree to the following terms as stated in this Agreement:

1. That the Synchronicity Foundation, Inc., which owns and operates the Sanctuary Retreat Center ("Premises"), hereinafter collectively referred to as "SFI/SRC," and hosted events by visiting presenters hereinafter referred to as "Teacher(s)" are presenting meditation, holistic lifestyle, wellness, and wellbeing educational, retreats, programs, events, lectures, presentations, sessions, services and the like (hereinafter collectively referred to as "Programs"). The Programs and evaluative methodologies offered focus on a general lifestyle of balance, wholeness and fulfillment.

2. As part of the Programs I may be participating in indoor and/or outdoor, classes, processes, physical activities, workshops and/or other wellness, bodywork, breath work, energetic balancing, exercise, movement, yoga, and the like (hereinafter collectively referred to as "Activities").

3. The Programs and Activities may be conducted at SFI/SRC Premises, or offered online, live or prerecorded by live streaming, Zoom, videos, podcasts, apps, or other digital media or platforms. All of such offerings, at SFI/SRC Premises or online are considered "Programs" and "Activities."

4. That visiting SFI/SRC Premises or participating in online Programs may involve some Activities. That I am responsible for my health and well-being inside and outside SFI/SRC Premises and I will notify an SFI/SRC staff member of any health concerns related to any part of my participation.

That SFI/SRC and Teacher(s) do not offer medical or psychological advice, treatment, or prescription and will refer me to a healthcare professional upon need or request.

5. That due to the Premises layout and terrain, I agree to the need for walking between buildings. I understand that most footpaths are sloped and have loose surfaces and, that in colder months; footpaths may be slippery. Given the beautiful and woodland SFI/SRC Premises, I may take periodic walks alone or in a group. I am fully responsible for maintaining physical balance and health on the sometimes irregular, loose surface and/or slippery footpaths. I acknowledge and agree that SFI/SRC, and/or Teacher(s) are not responsible for any accident that may result in any form of injury.

6. That the Programs and Activities offered by SFI/SRC, including those by Teacher(s), <u>are not</u> designed or intended as a replacement for a healthcare professional's medical or psychological advice, services or care. Any of the Programs or Activities, education, and information imparted, of any kind, <u>are not</u> to be regarded as either medical or psychological advice, counseling, therapy, diagnosis, treatment, or prescription. Should you require such assistance, you are advised to seek consultation from qualified healthcare professionals.

7. That I am and must be in adequate physical, emotional, and mental health to participate in the Programs and Activities. I understand that the Programs and Activities may require intense physical exertion and/or, may be emotionally or psychologically challenging. I represent and warrant that I am physically, emotionally, and mentally fit enough to participate, and I have no life circumstances, medical or psychological issues, which would prevent my full participation in the Programs and Activities. I recognize that the Programs and Activities may cause or aggravate a physical injury, or psychological or medical condition. I understand that it is my responsibility to consult with a qualified healthcare professional before my participation in the Programs and Activities. If I have done so, I have taken the healthcare professional's advice. I understand my physical and psychological limitations, and am sufficiently self-aware to stop or modify my participation in any the Programs and Activities before becoming injured or aggravating a pre-existing condition.

Note: I understand and agree that SFI/SRC and Teacher(s) reserve the right to refuse my participation in any of the Programs and Activities on any grounds at their sole discretion.

8. In consideration of permission to participate in the Programs and Activities, I agree to assume full personal responsibility and accountability for any risks, injuries, or damages, known or unknown, which I might incur as a result of participating in the Programs and Activities, including those, which may result from the negligence of SFI/SRC or Teacher(s).

9. In further consideration of being permitted to participate in the Programs and Activities, I knowingly, voluntarily, and expressly waive any "Claim" (as defined below) I may have against SFI/SRC, Teacher(s), any person or organization presenting, and any of their collective affiliates, officers, employees, staff, resident staff, volunteers, independent contractors, assistants, or agents (each, a "Released Party") that I may sustain as a result of participating in the Programs and Activities even if the Claim arises from the

negligence of Released Party or anyone else. I agree to indemnify, defend and hold harmless Released Party from any loss, cost, or liability incurred in defending any Claim made by me or anyone making a Claim on my behalf, even if the Claim is alleged to or did result from the negligence of Released Party or anyone else. "Claim" includes but is not limited to any and all liabilities, claims, demands, expenses, fees, legal actions, rights of actions for damages, personal injury, emotional or mental suffering, and distress, or death that I may suffer, my spouse, or children may suffer (including any legal fees or expenses) in connection with participation in any of the Programs and Activities.

10. I, my heirs, or legal representatives forever release, waive, discharge, and covenant not to sue any Released Party for any Claim caused by any negligence or other acts of any Released Party.

11. **DISPUTE RESOLUTION:** All disputes, which may arise under this Agreement, shall first be resolved by mediation attempt. In the event that the parties are unable to resolve the matter, they agree that the prevailing party shall be entitled to an award of attorney's fee and costs.

12. **PERSONAL PROPERTY:** That SFI/SRC or Teacher(s) are not responsible for my personal property while I am on the SFI/SRC Premises and; I agree to maintain my own vigilance with regard to them.

13. This Agreement shall be construed in accordance with and governed by the laws of the State of Virginia. All actions, suits, claims, and proceedings relating to this Agreement shall be brought in a court of competent jurisdiction located in Nelson County, Virginia. In case any provision of this Agreement shall be held invalid, illegal, or unenforceable, it shall not affect any other provision of this Agreement; and this Agreement shall be construed as if such provision had never been contained herein.

I acknowledge that I have carefully read this Agreement and fully understand its contents. I voluntarily and knowingly agree to the terms and conditions stated herein. I am aware that by signing this Agreement, I am giving up substantial rights, including my right to sue and certain legal rights my heirs, next of kin, executors, administrators, and assigns may have against any Released Party.

Signature: _____

_____Date: _____

Sanctuary Retreat Center is a division of Synchronicity Foundation, Inc. 2610 Adial Road, Faber, VA 22938 (757) 644-3400 <u>www.sanctuaryretreatcenter.org</u>

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