



## Participating in In-Person Programs, Events, and Services at Spirit Rock

### LIABILITY WAIVER

**PLEASE READ THIS RISK ACKNOWLEDGEMENT AGREEMENT (“AGREEMENT”) CAREFULLY BEFORE REGISTERING FOR A SPIRIT ROCK RETREAT OR PROGRAM. BY REGISTERING FOR A SPIRIT ROCK PROGRAM, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT REGISTER FOR A SPIRIT ROCK PROGRAM.**

**IF YOU HAVE RECENTLY REGISTERED FOR A SPIRIT ROCK PROGRAM AND YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MAY REQUEST A REFUND, SUBJECT TO SPIRIT ROCK’S CANCELLATION POLICIES FOUND IN YOUR CONFIRMATION EMAIL.**

By registering for a Spirit Rock Program, or by using the property, facilities, and services of Spirit Rock Meditation Center (“Spirit Rock”) at 5000 Sir Francis Drake Blvd, Woodacre, CA 94973, you agree to the following:

#### **Risk Acknowledgement and Agreement**

- 1. AGREEMENT TO FOLLOW DIRECTIONS.** You agree to follow any oral or written instructions or directions given by Spirit Rock, or their employees, teachers, representatives or agents at all times during your participation in any Spirit Rock program, event, service, or use of Spirit Rock facilities.
- 2. ASSUMPTION OF THE RISKS.** You understand that all activities and participation at Spirit Rock are voluntary and are undertaken entirely at your own discretion. You are aware that your participation at Spirit Rock may involve strenuous physical activities, including but not limited to, work projects, dance, movement or yoga, as well as risks associated with hiking in a rural setting, including but not limited to, exposure to outdoor weather elements such as sun and rain, and contact with uneven surfaces, poison oak, deer ticks, mosquitoes, and wildlife. You are participating in Spirit Rock activities with knowledge of such risks, and you are voluntarily assuming the risk of injury which may be sustained while participating in Spirit Rock activities.

You agree not to use open flames, candles, incense, or other flammables at Spirit Rock (inside or outside) and understand that you are liable for any costs and damages caused by doing so.

You acknowledge that intensive retreat practice can be physically and psychologically challenging. You agree that in the event that you have a medical or psychological emergency, Spirit Rock has the authority and discretion to contact 911 emergency services. You understand that Spirit Rock is a spiritual retreat and training center and is not expected to provide medical and/or psychological care. Any costs incurred for the provision of health services to you are your responsibility and not the responsibility of Spirit Rock.

You further understand that participation in Spirit Rock programs is at the discretion of Spirit Rock administration at all times. If, in the opinion of Spirit Rock administration, you are unable to participate appropriately in Spirit Rock activities, you may be asked not to participate or to leave the premises.

3. **AFFIRMATION OF HEALTH.** By participating in any Spirit Rock Activities, you affirm that you have sought medical advice regarding your physical and mental fitness or are certain of your ability to participate in the Spirit Rock activity, event, or program you have registered for. If you have any pre-existing medical conditions (e.g., asthma, diabetes, heart disease), physical injuries, weakness, are pregnant, post-natal or post-surgery, or have any mental conditions that may be triggered (e.g., anxiety, PTSD) you should consult with your doctor first before engaging in any Spirit Rock activities. Please communicate and inform us IMMEDIATELY if at any point you do not feel well during your participation in Spirit Rock activities.

4. **COVID-19 / INFECTIOUS DISEASE.** You acknowledge the CDC and public health authorities recommend you adhere to specific protocols regarding COVID-19. Spirit Rock has put in place preventative measures to reduce the spread of COVID-19, but you acknowledge that Spirit Rock cannot guarantee that you will not become infected with COVID-19. You agree to observe and obey all additional posted rules and warnings regarding COVID-19 while at Spirit Rock.

You acknowledge the contagious nature of the COVID-19 and that there is an inherent risk of infection or exposure to COVID-19 that exists in any public place where people are present. By attending a retreat, program, event etc. at Spirit Rock, you voluntarily assume all risks related to exposure to COVID-19.

You understand that the risk of becoming exposed to and/or infected by the Coronavirus/COVID-19 may result from the actions, omissions, or negligence of yourself and others, including, but not limited to, Spirit Rock directors, officers, employees, teachers, agents, contractors, or volunteers, and other Spirit Rock patrons and their families, and agree to hold Spirit Rock harmless for any illness or injury.

You agree to Spirit Rock's current health and safety codes. If at any point within 14 days prior to participating in any Spirit Rock activities, you have suffered from symptoms of a communicable disease (including but not limited to fever, chills, cough, shortness of breath, or sore throat), been in close contact with someone with a known or suspected case or in a hotspot area, or else are uncertain of your health risk of transmission, you agree not to join or participate in any Spirit Rock activities, and you should consult with your doctor.

5. **RELEASE AND INDEMNIFICATION.** You release and agree to hold Spirit Rock and its agents, employees, teachers, officers, and board members harmless from, and waive on behalf of yourself, your heirs, and your assigns, any and all causes of action, including but not limited to claims arising from your contraction of COVID-19 or other communicable diseases, as well as any other claims, demands, damages, costs, expenses and compensation for damage or loss to yourself or your property that arise out of your use of or presence at the facilities of Spirit Rock, whether caused by the fault of yourself, third parties, or as a result of Spirit Rock's negligence.

You understand that this release discharges Spirit Rock or any associated entity from any liability claim that you, your heirs, and your assigns may have against Spirit Rock with respect to any bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection to, any services received from Spirit Rock, or any associated entity and you are entering into this release voluntarily and at your own risk. This liability waiver and release extends to all Spirit Rock agents, employees, teachers, officers, and board members of Spirit Rock.

To the extent not prohibited by applicable law, you also agree to indemnify Spirit Rock against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from your use of or presence at the facilities of Spirit Rock.

6. **APPLICABLE LAW.** This Agreement shall be governed exclusively by California law.

7. **SEVERABILITY.** If any provisions of this Agreement are invalid or unenforceable, the other provisions in the Agreement will remain in full force and effect.

8. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between you and Spirit Rock and replaces any prior agreements. The headings used in this Agreement are for stylistic purposes only and none of the content in the headings are intended to be legally binding.

9. **DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation within 30 days, the parties will attempt to resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure:

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation to be administered by the Marin County Mediation Services located at 3501 Civic Center Drive, Room 145, San Rafael, CA94903. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.

If mediation does not successfully resolve the dispute, then the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

10. **ONLINE AGREEMENT.** You 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 terms of the Agreement.

**I UNDERSTAND THAT BY CHECKING THIS BOX AND REGISTERING FOR A SPIRIT ROCK RETREAT, EVENT OR SERVICE, I AM AGREEING TO BE BOUND BY THE ABOVE TERMS.**