

**RELEASE OF LIABILITY AND ASSUMPTION OF ALL RISKS**  
**JOURNEY FORWARD to Renew and Recharge Your Spirit**  
**Miraval Tucson, AZ; Sept. 26-29, 2021**

**PLEASE READ CAREFULLY: THIS IS A LEGALLY ENFORCEABLE WAIVER OF RIGHTS**

**ASSUMPTION OF RISKS**

I \_\_\_\_\_, acknowledge that I have voluntarily applied to participate in the retreat designated above. I am voluntarily participating in the retreat with knowledge that travel involves numerous risks and dangers including, but not limited to, a risk of illness, injury or death, which may be caused by: forces of nature, civil unrest, terrorism, road conditions, injuries inflicted by animals, insects, reptiles or plants, trails, hotels, vehicles, boats or other means of conveyance; global pandemic; high altitude accident, accident or illness without access to means of rapid evacuation or the availability of medical supplies; and the lack of adequacy of medical attention once provided. I assume the risk of negligence on the part of The Bay Area Mindfulness and Therapy Center and/or Joree Rose, their affiliated organizations and their employees, teachers, volunteers or other agencies in connection with said retreat. This assumption of risk includes any Covid-related illnesses.

**I HEREBY ACCEPT ANY AND ALL RISKS OF ILLNESS, INJURY, EMOTIONAL TRAUMA OR DEATH AND VERIFY THIS STATEMENT BY PLACING MY INITIALS HERE: \_\_\_\_\_.**

**COVID-RELATED RELEASE**

I \_\_\_\_\_, acknowledge that I will do my part prior to our time together to limit exposure to Covid, to the best of my known abilities. This includes gathering in large groups (more than 10 people) outside my family, or engaging in social activities that put you in close proximity with others that may put yourself, and therefore potentially others in our group, at higher risk. I acknowledge that if I feel any Covid-related symptoms in the week prior to our retreat, that I will cancel to keep myself and others safe, and by doing so may incur a potential loss of deposit.

Please initial if you have already, or plan to have a vaccine by the time our retreat: \_\_\_\_\_

**RELEASE**

AS LAWFUL CONSIDERATION for being permitted by The Bay Area Mindfulness and Therapy Center and/or Joree Rose, to participate in such retreat and accompanying activities, I hereby agree that I, my heirs, legal representatives or any member of my family will not make a claim against or sue The Bay Area Mindfulness and Therapy Center and/or Joree Rose, or any of their affiliated agents,

employees, teachers or volunteers, for bodily injury, death, emotional trauma or property damage resulting from my participation in the retreat.

I therefore release and discharge The Bay Area Mindfulness and Therapy Center and/or Joree Rose, and their agents, employees, teachers and volunteers from and against any and all liability arising from my participation in the retreat even though that liability may arise out of negligence or carelessness on the part of The Bay Area Mindfulness and Therapy Center and/or Joree Rose, or their affiliate agents, employees, teachers or volunteers.

If any portion of this agreement is unenforceable, the remaining portions shall remain in full force and effect. Under no circumstances shall Joree Rose be liable to any retreat participant for more than the land cost of the retreat applied for on this document. I waive any charge-back rights and, in the event of dispute, requests for a refund will be made using the procedures described under the "Cancellation and Refunds" section below. All applications are subject to acceptance by Joree Rose. Upon acceptance of my application, this agreement shall be deemed to have been entered into at Danville, CA, and shall be construed according to the laws of the State of California. In the unlikely event a legal dispute should arise involving any subject matter whatsoever, I agree that the exclusive venue for any legal action shall be Danville, CA.

**I HEREBY ACCEPT THE ABOVE THREE PARAGRAPHS AND VERIFY THIS STATEMENT BY PLACING MY INITIALS HERE: \_\_\_\_\_.**

### **CANCELLATION**

If cancellation occurs 60 or more days before departure, there will be no loss of fees. Any cancellation made between 30-59 days will result in application of your fees for a future retreat. Any cancellation between 0-30 days of the retreat departure will result in a total loss of funds. We reserve the right to cancel the retreat if it is not meeting the retreat minimum (if we do so your deposit is refunded). Trip cancellation insurance is strongly recommended if there is a possibility that you might have to cancel your participation in the retreat. All cancellations must be made to Joree Rose in writing and any refund requests must be made in writing to Joree Rose within 30 days of the return date. Please send written requests to: 3494 Camino Tassajara #333 Danville, CA 94506.

The Bay Area Mindfulness and Therapy Center, and/or Joree Rose reserves the right to cancel any retreat prior to departure for any reason whatsoever, including an insufficient number of participants or logistical problems (e.g. acts of God, pandemic, war, strikes, etc.), which may impede retreat operations. The refund of all payments as described in the paragraph below shall release The Bay Area Mindfulness and Therapy Center and/or Joree Rose from any further liability. A retreat trip cancellation due to insufficient numbers would normally occur at least a month prior to departure, unless acts of God, war, strikes or other events impede our departure causing large numbers of participants opt to cancel participation on the journey in the last days before departure.

The Bay Area Mindfulness and Therapy Center and/or Joree Rose must make substantial payments to suppliers (including providers of land travel) far in advance of the scheduled date on the retreat. If the retreat is cancelled due to forces beyond our control (acts of God, pandemic, war, labor strikes, earthquake, flooding, etc.), The Bay Area Mindfulness and Therapy Center and/or Joree Rose will promptly refund the portion of the retreat cost not advanced to suppliers. The Bay Area Mindfulness  
Bay Area Mindfulness & Therapy Center ~ 3494 Camino Tassajara #333, Danville, CA, 94506 ~ 925.212.2996

and Therapy Center and/or Joree Rose will use its best efforts to recover advance payments as promptly as possible, and will refund to you the amount recovered, if any. However, The Bay Area Mindfulness and Therapy Center and/or Joree Rose does not guarantee recovery of any or all of the advance payments made. This policy applies to retreat cancellation by client choice following any necessary increase in retreat costs.

To summarize, dates for cancellation with Joree:

- By June 26, 2021 – full refund
- By July 26, 2021 – 50% of your payment refundable
- After July 26, 2021 – forfeit payment or apply to a future retreat

Cancellation with Miraval is as follows:

- July 26, 2021 – full refund
- After July 26, 2021 – forfeit deposit

**KNOWING AND VOLUNTARY EXECUTION**

I have carefully read and fully understand the contents of this agreement. I am aware, that this is a release of liability and a legally binding and enforceable contract between myself and Joree Rose, and The Bay Area Mindfulness and Therapy Center, and I sign it of my own free will.

**EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_**

**SIGNATURE \_\_\_\_\_**

**PRINT NAME AS SIGNED \_\_\_\_\_**