

**RELEASE OF LIABILITY AND ASSUMPTION OF ALL RISKS**

**Be Your Best YOU – A Transformational Journey  
Enchantment Resort, Sedona, AZ. Sept. 18-21, 2022**

**PLEASE READ CAREFULLY: THIS IS A LEGALLY ENFORCEABLE WAIVER OF RIGHTS. \*\*If attending as a couple, each party is required to sign their own waiver\*\***

**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 Joree Rose, and 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 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 and/or additional fees. If cancellation due to Covid occurs, due to cancellation policy of Enchantment, fees may be held for use of a future retreat.

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 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 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 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 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 any cancellation occurs 60 or more days before departure (July 18, 2022), you will receive a refund of your deposit made to Joree; cancellation within 60 days results in a forfeit of your deposit, but it can be held for a future retreat. All cancellations must be made to Joree Rose in writing and any refund requests must be made in writing to Joree Rose to: 3494 Camino Tassajara #333 Danville, CA 94506.

The Bay Area Mindfulness and Therapy Center and 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. Due to the short timeline from booking to arrival, any payments made may not be able to be refunded, but will be held for a future retreat, and attendee shall release The Bay Area Mindfulness and Therapy Center and Joree from any further liability regarding cancellations.

The Bay Area Mindfulness and Therapy Center and Joree Rose must make substantial payments to suppliers 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 Joree Rose will hold onto payments and fees for a retreat at a future date at Enchantment Resort. Due to the timing of booking, we are within a window that will not permit voluntary cancellations, so you sign this release with the

knowledge that there may be unforeseen circumstances and that whatever payments are made will be guaranteed for use of future retreats.

**Fiscal summary:**

- Deposit upon booking: \$444
- Pay in full and save \$111
- Otherwise, 50% due 60 days prior: July 18th - \$2000
- Remaining 50% due 30 days prior: August 18th \$2000

**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. I sign it of my own free will.

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

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

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