

WAIVER

This WAIVER is entered into as of (date) _____, 2020 by _____ (print name-“Participant”), in conjunction with Participant’s participation in a yoga class designed primarily for men and women who have been diagnosed with cancer and their caregivers (the “Yoga Class”). The Yoga Class is sponsored by Norton Hospitals, Inc. d/b/a the Norton Cancer Institute.

The Yoga Class will be led by Norton Hospitals, Inc. employees who are nurses and/or contract staff, who are registered yoga instructors. Their expertise, however, is not a substitute for the independent medical advice of Participant’s treating physician. Participant understands and acknowledges that he/she is fully responsible for seeking and adhering to his/her physician’s advice concerning participation in the Yoga Class, recommended level of activity, and use of a yoga props during Yoga Class.

Participant, together with her heirs, executors, administrators, and assigns, in exchange for valuable consideration, does forever release and discharge Norton Hospitals, Inc. d/b/a the Norton Cancer Institute, its employees, officers, agents, indemnitors, and insurers, and all entities leased, operated, or controlled by, or allied or affiliated with it, together with their successors, assigns, and all other persons and entities not named herein (all collectively referred to as “Norton”), of and from any and all actions, potential causes of action, claims and demands, including but not limited to claims for emotional distress, loss of services, costs, attorneys’ fees, interest, expenses, and compensation of any kind on account of, or in any way growing or arising out of, any and all known or unknown injuries or damages that may result from participation in the Yoga Class for cancer patients and caregivers sponsored by Norton.

This Waiver shall be effective for one (1) year from the date of execution.

PARTICIPANT

Printed Name

Signature

Date