

AGREEMENT OF RELEASE AND WAIVER OF LIABILITY



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PLEASE READ CAREFULLY - THIS IS A RELEASE AND WAIVER OF CERTAIN LEGAL RIGHTS

1. I am participating in classes, programs, or workshops offered by Maple Tree Cancer Alliance during which I receive information and instruction about exercise. I recognize the exercise programs require physical exertion that may be strenuous and may cause physical injury, and I am fully aware of the risk involved.
2. I understand that it is my responsibility to consult with a physician and provide a physician's release prior to and regarding my participation in the classes that I am taking with Maple Tree Cancer Alliance. I represent and warrant that I am physically fit and have no medical condition that would prevent my full participation in these classes, programs, or workshops.
3. In consideration of being permitted to participate in classes, programs, or workshops with Maple Tree Cancer Alliance I agree to assume full responsibility for any risks, injuries, or damage, known or unknown that I might incur as a result of illnesses past and present. In addition, I agree to report any changes in my physical condition to Maple Tree Cancer Alliance immediately. If I feel any discomfort in performing a given exercise, I understand that it is my responsibility to stop and inform my instructor immediately.
4. I have been informed that the information which is obtained in this exercise oncology program will be treated as privileged and confidential and will consequently not be released or revealed to any person, to the use of any information which is not personally identifiable with me for quality improvement and statistical purposes so long as same does not identify my person or provide facts which could lead to identification. Any other information obtained, however, will be used only by the program staff to evaluate my exercise status or needs.
5. In further consideration of being permitted to participate in classes, programs, or workshops with Maple Tree Cancer Alliance, I hereby agree to waive any claim I may have against Maple Tree Cancer Alliance for any injury however caused that I may sustain as a result of participating in the programs.
 - I, my heirs or legal representatives, forever release, waive, and discharge not to sue Maple Tree Cancer Alliance and its owners, employees, independent contractors, and any affiliates from any and all claims arising directly or indirectly out of my participation in any class, program, or workshop for any injury or death caused by their negligence or other acts.
 - I understand that Maple Tree Cancer Alliance has the right to refuse service to anyone they feel may be in a compromised state rendering them unfit for exercise or other services offered by Maple Tree Cancer Alliance.

I hereby affirm that I have read the above release and waiver of liability and fully understand its content. I voluntarily agree to the terms and conditions stated above.

Signature of Participant: _____ Date: _____

If participant under 18, signature of parent/legal guardian: _____

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RELEASE FORM FOR MEDIA PHOTOS & RECORDINGS



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I, the undersigned, do hereby consent and agree that Maple Tree Cancer Alliance has the right to take photographs, videotape, or digital recordings of me to use in any and all media, now or hereafter known, and exclusively for the purpose of Maple Tree Cancer Alliance advocacy. I further consent that my name and identity may be revealed therein or by descriptive text or commentary.

I do hereby release to Maple Tree Cancer Alliance and employees all rights to exhibit this work in print and electronic form publicly or privately and to market and sell copies. I waive any rights, claims, or interest I may have to control the use of my identity or likeness in whatever media used.

I understand that there will be no financial or other remuneration for recording me, either for initial or subsequent transmission or playback.

I also understand that Maple Tree Cancer Alliance is not responsible for any expense or liability incurred as a result of my participation in this recording, including medical expenses due to any sickness or injury incurred as a result.

I understand that Maple Tree Cancer Alliance uses various social media outlets (Facebook, Instagram, etc.) and other means to broadcast patient success stories, and positive changes in the programs that are offered within the organization.

I represent that I am at least 18 years of age, have read and understand that foregoing statement, and am competent to execute this agreement.

Signature of Participant: _____ Date: _____

PLEASE SIGN THE BELOW **ONLY IF YOU** DO NOT WISH TO PARTICIPATE IN SOCIAL MEDIA

☐ **I DO NOT** wish to have my information and picture shared and do not agree to the above statement. If you do not wish to participate please check the box and sign below.

Signature: _____ Date: _____

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ATTENDANCE



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Maple Tree Cancer Alliance is honored to serve you in your journey toward better health. Research demonstrates that exercise is a safe and effective component of your cancer treatment plan, and we believe that exercise training should begin as soon as possible after a cancer diagnosis has been made. Because of the tremendous growth we have experienced in recent years, we often have a waiting list for our exercise oncology services. Therefore, in an effort to keep up with the demand for our services, and to provide you the best and most effective patient experience possible, Maple Tree Cancer Alliance requests a minimum of 24- hours advanced notice prior to any appointment cancellation.

The policy will include the following changes to our program:

- Patients will allow 24-hours advanced notice to their trainer in the event they have to cancel their appointment.
- A 3 strike/3-month policy: Over the course of 3 months, if a patient has missed 3 appointments for any reason (i.e., illness, vacation, surgery, general absenteeism, etc.) the patient training program will be suspended and the patient will then be placed onto the bottom of our waiting list until another open spot becomes available for them. becomes available for them. We cannot guarantee that the same time, day, or instructor will be available for the patients when they start back into the program.
- Late Policy: If a patient is late for a session, it will still end one hour after the scheduled start time. Patients that are more than 15 minutes late will have their appointment canceled.

Respectfully,

Maple Tree Cancer Alliance Staff

☐ I have read, and will adhere to the above statement (please check box).

Patient Name: _____ Date: _____

Signature of Participant: _____

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