

# Terms and Conditions

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Last updated: May 30, 2020

By accepting these Terms and Conditions for using the RENEW program, you agree to be bound by them. If you do not accept these Terms and Conditions, you will not have access to the RENEW program.

## **Subscription**

In order to access RENEW, you will be asked to provide your email address and zip code. You will be asked for a phone number capable of receiving text messages (which is recommended); and your name (which is optional). Then you will be allowed to view and download RENEW.

## **Research**

Trauma Recovery Associates (TRA) is conducting research which will allow us to gauge the effectiveness of RENEW and maintain a quality program. This research component is completely optional, but your participation will help TRA determine if changes are necessary to improve and update RENEW.

RENEW contains a link to questions for research purposes only. You will be given information about the research. By submitting the survey, you are consenting to the research. Your secure responses will be sent directly to a research platform called Qualtrics and will contain no personal identifying information except your access code.

RENEW may contain links to third-party web sites or services that are not owned or controlled by TRA. TRA has no control over and assumes no responsibility for the content, privacy policies, or practices of any third-party web sites or services which are linked to RENEW. You also agree that TRA will not be directly or indirectly responsible or liable for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods, or services available on or through any such web sites or services.

## **Changes**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will try to provide at least 30 days' notice prior to any new Terms taking effect. It is TRA's discretion to determine what constitutes a material change.

## LIABILITY WAIVER

1. I understand that neither Trauma Recovery Associates (TRA) nor any of its staff or consultants has agreed to provide ongoing consultation or therapy as a result of my participation in this online program.
2. **Release:** I, for myself and my heirs, successors, assigns, and personal representatives, hereby release and discharge TRA, its respective agents and appointees, officers, directors, volunteers, successors, and assigns, including any facilities where instruction takes place, from any responsibility and I agree to hold TRA harmless from any and all liability, claims, damages, actions, and causes of action whatsoever, for loss, damages, or injury to person or property, irrespective of how arising and however caused.
3. I UNDERSTAND AND AGREE THAT THIS RELEASE AND WAIVER OF LIABILITY CONSTITUTES A COMPLETE WAIVER OF MY RIGHT TO SUE AND COLLECT DAMAGES FROM TRAUMA RECOVERY ASSOCIATES OR ANY OF ITS STAFF OR CONSULTANTS REGARDLESS OF WHETHER TRA OR ANY OF ITS STAFF OR CONSULTANTS ACT NEGLIGENTLY.
4. **Covenant Not To Sue:** I further assure by a covenant not to sue, and to hold harmless TRA and all of its staff and consultants from any liability, claims, damages, actions and causes of action whatsoever for loss, damages or injury to person or property, irrespective of how arising and however caused including, without limitation, any liability or causes of action based on, asserting, or caused by, the negligence of TRA or any of its staff or consultants.
5. **Indemnification:** I agree to indemnify TRA and all of its staff or consultants for any liability arising out of my participation in this online program.
6. This release, covenant not to sue, and indemnity agreement shall be binding on me and on my heirs, successors, assigns, and personal representatives. If any provision herein is invalid or unenforceable, in whole or in part, that shall not affect the validity or enforceability of any other provision.