

John Deas Photography Workshops

WAIVER SHEET, RELEASE, WAIVER & INDEMNITY AGREEMENT John Deas Photography/ John Deas

IN CONSIDERATION of being given the opportunity to participate in a **John Deas Photography** workshop, private instruction session and/or photography tour (hereinafter referred to as the "Workshop"), I, for myself, my personal representatives, assigns, heirs, and next of kin:

ACKNOWLEDGE, agree and represent that I understand the nature of Workshop activities, and that I am qualified, in good health, and in proper physical condition to participate in such activity.

FULLY UNDERSTAND that: (a) Workshops are conducted in outdoor environments, and that accordingly I and my photography equipment may be exposed to dangers and hazards both natural and man-made; (b) Workshop activities involve risks and dangers of serious bodily injury (including permanent disability, paralysis and death), as well as risks and dangers to photographic equipment; (c) these risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Workshop, the condition in which the Workshop takes place, or the negligence of the the **Releasees** named in the next paragraph; (d) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time. I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of my participation in the Workshop.

I HEREBY RELEASE, discharge, and covenant not to sue **John Deas Photography and/or John Deas** (hereinafter "**JDP**"), their owners, directors, agents, officers, independent contractors, volunteers and employees, any sponsors, advertisers, and if applicable, owners and/or lessors of premises on which the Workshop takes place, (each considered one of the **Releasees** herein) from all liability, claims, demands, losses or damages on my account caused or alleged to be caused in whole or in part by the negligence of the **Releasees** or otherwise; and I further agree that if, despite this release and waiver of liability, assumption of risk and indemnity agreement, I, or anyone on my behalf, makes a claim against any of the **Releasees**, I will indemnify, save and hold harmless each of the **Releasees**, from any litigation's expenses, attorney fees, loss, liability, damage, or cost which they may incur as a result of such claim.

I understand that travel with a group invariably involves compromise to accommodate the diverse desires, travel goals, personalities, and physical abilities of group members. I also understand that while itineraries are carefully planned, they are not a guaranteed schedule of activities, events, or participation but only a guideline and example. Group participants must allow for flexibility and changes deemed necessary by the program leader or professional guides. There may be situations beyond the control of **JDP** due to geographic, climatic, physical or governmental restrictions that will cause further changes in timing, locations and activities. I understand that there will be no discounts or refunds for activities curtailed or otherwise affected by such circumstances.

I have assumed the responsibility of selecting an activity appropriate to my physical abilities and interests. I am personally responsible for being in sufficiently good health to undertake the activity. By submitting this signed waiver form, I certify that I do not knowingly have any physical or other considerations of disability that would create a risk for myself or other participants. I understand that **JDP** reserves the right to request a doctor's statement of good health.

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I will be responsible for studying all pre-trip information; for bringing all equipment, personal items and appropriate clothing; for conforming to standards of dress and hygiene; and for acting in a manner considerate of fellow participants, environments, models, and locations. I understand that **JDP** reserves the right to cancel any activity and to accept or reject any person as a member of any activity. The program, workshop, expedition, excursion, or trip leader's judgment shall provide the ultimate determination of an individual's ability to participate in, or continue to participate in, any activity or program.

I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law; and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

Printed Name of Participant: _____ Date: _____

Signature: _____

OPTIONAL: I hereby give permission for **JDP** to use images of me made during the workshop in marketing materials with my signature below.

Signature of Participant: _____

Date: _____