

James Parker Photography Workshops

Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement

IN CONSIDERATION of being given the opportunity to participate in a James Parker Photography Workshop (hereinafter referred to as “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 photography 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 Releasees named below; (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 James Parker (d/b/a James Parker Photography), their owners, directors, agents, officers, independent contractors, volunteers and employees, any sponsors, advertisers, and if applicable, owners and lessors of premises, on which the Workshop takes place (each considered one of the Releasees herein), and release and discharge the same Releasees 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 expenses, attorney fees, loss, liability, damage, or cost which may incur as a result of any such claim. 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 any inducement or assurance of

any nature and intend it 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.

Fees/Deposits & Cancellation Policy:

- For Workshops longer than 3 days
 - Require a minimum deposit upon signup.
 - All deposits are non-refundable and reserve your spot in the workshop.
 - If you need to cancel your attendance to the workshop, I will advertise your spot to others. **If it sells to another participant**, you will be refunded any amount you have paid minus the non-refundable deposit.
- For 3-day or shorter workshops
 - Require payment in full at time of scheduling.
 - If you need to cancel your attendance to a 3 day workshop, you can either reschedule at a mutually agreeable date, receive full credit towards a different workshop of your choice, or receive a refund equal to 90% of your payment.
- For all workshops
 - James Parker Photography reserves the right to cancel the workshop. If James Parker Photography cancels the workshop due to any reason you will receive your choice of either a full refund or full credit to another workshop.

Name and dates of the Workshop you are attending:

X _____

X _____

Signature of Participant

Print Name of Participant

Date

Please fill out and send this form to jamesparkerphotographer@gmail.com before your workshop begins.