

**This Assumption of Risk, Release and Indemnification Agreement is a Voluntary Waiver of Liability and a Legally Binding Agreement between:**

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Hereafter known as *Guest*

AND

Epic Photo Escapes LLC

Re: Photography Workshop in Ecuador

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*The purpose of this agreement is to inform you of the risks you may encounter while participating in a Photography Workshop with Epic Photo Escapes LLC and to ensure that you understand the terms and conditions for participation in the Photography Workshop. Furthermore, this agreement serves as a legally binding acknowledgment of your willingness to accept the risks of participating in the Photography Workshop and also your willingness to adhere to the terms and conditions of the Photography Workshop set forth in this agreement.*

*Please read carefully*

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**Identification of Risks:**

I acknowledge that my participation in this Photography Workshop will involve known and unknown risks such as damage to or loss of camera equipment or other personal property, which may be caused by my own negligence or by the negligence of others participating in or leading the Photography Workshop. Furthermore, I acknowledge that I may encounter risk or suffer loss due to the nature of the activities in which I will be participating or due to the conditions and environment in which the Photography Workshop takes place.

**Indemnification of Workshop Instructors:**

I agree that in the event of legal action regarding any injury or loss to me during or relating to the Photography Workshop, I will indemnify, defend, and hold harmless each Workshop Instructor and each employee and Partner of Epic Photo Escapes LLC from any and all loss, cost, claim, expense, cause of action, and liability arising from any injury (including death) to me and for any damage to my property suffered during this Photography Workshop. For purposes of this Workshop, the Partners include Photos by Kristi INC d/b/a *Kristi Odom Photography* and The Looking Glass Photographic Arts, Inc. d/b/a *Looking Glass Photo*.

**Responsibilities of Guest:**

- Guests are required to obtain travel insurance.
- Guests are required to purchase their own flights.
- Guests will be required to cover the cost of any needed medical care.

**Agreement and Release Regarding Use of Your Image:**

I grant Epic Photo Escapes LLC the irrevocable right and permission to use photographs and video recordings of myself captured by Epic Photo Escapes LLC or its representatives in connection with the activities of this Photography Workshop. Epic Photo Escapes LLC and their assignees may use said photographs and video recordings for all purposes including advertising and promotional purposes, in any manner in any media, in perpetuity throughout the world, without restriction as to alteration. I waive any right to inspect and approve the use of said photographs and video recordings and acknowledge and agree that the rights granted by this agreement and release are without compensation of any kind other than the opportunity to participate in the Photography Workshop. I agree that said photographs and video recordings and the copyright therein are the exclusive property of Epic Photo Escapes LLC and their assignees. I agree to release and discharge Epic Photo Escapes LLC and their assignees from any claims, actions, damages, demands, costs, expenses (including attorneys' fees) or lawsuits of any kind (excluding willful or grossly negligent acts) by reason of distribution or use of said photographs and video recordings.

**Payment Schedule and Cancellation:**

- Workshop cost: Full registration by August XX, 202X of \$XX
- A non-refundable registration fee of \$2000 is due upon the signing of this contract and is applied to the full Workshop cost.
- Second and Final payment of \$XX is due on or before December 1, 202X.

- Cancellation must be made in writing and submitted to Epic Photo Escapes LLC. The registration fee is non-refundable. In the case of a cancellation, the second and final payment will only be refundable if your spot fills.
- Feel free to pay any time before the payment due date.

**Additional Terms and Acknowledgments:**

- Epic Photo Escapes LLC will not be responsible for any missed flights nor reservations.
- Epic Photo Escapes LLC will not be responsible for any medical care you may require during or following the Photography Workshop.
- I acknowledge that this Photography Workshop includes travel through a foreign country and I will assume responsibility for my own daily care and maintenance.
- I acknowledge that I will be entering wildlife parks and that I should expect to encounter wildlife and that I am responsible for my own safety.
- I certify that I am capable of meeting the physical and mental demands of the Photography Workshop and that my participation will not create unnecessary risk for Epic Photo Escapes LLC , any other guest, any Workshop Instructor, any service provider, or any other person.

**I expressly and freely agree to this entire Agreement and specifically agree:**

1. To assume all risk of personal injury, including the possibility of fatal injury, and damage to or loss of camera equipment or other personal property, and to assume all responsibility for losses, costs and damages I may incur, where such risks or losses arise from or are in any way connected with my attendance at or participation in the Photography Workshop.

**Guest Initials:** \_\_\_\_\_

2. To release, waive, and forever discharge any and all claims, loss, liabilities, demands, damages, costs, expenses, lawsuits, causes of action and judgments that I now or hereafter may have or claim to have against Epic Photo Escapes LLC , and its Workshop Instructors, Partners and employees resulting from, arising out of, or in any way connected with my attendance at, preparation for, or participation in the activities of the Photography Workshop, including but not limited to, any claims or damages for personal injuries, including, but not limited to, death; and damage to or loss of camera equipment or other personal property, whether caused in whole or in part by the negligence of Epic Photo Escapes LLC , and its Workshop Instructors, Partners and employees, whether passive or active (excluding willful or grossly negligent acts).

**Guest Initials:** \_\_\_\_\_

3. To indemnify, defend, and hold harmless Epic Photo Escapes LLC , and its Workshop Instructors, Partners and employees, from any and all claims, liabilities, loss, demands, damages, costs, expenses (including attorneys' fees), lawsuits, causes of action and judgments for personal injuries to me including, but not limited to, death; and damage to or loss of real or personal property owned by me whether foreseen or unforeseen, present or future, known or unknown, resulting from, arising out of or in any way connected with my attendance at, preparation for or participation in the Activities, whether caused in whole or in part by the negligence of Epic Photo Escapes LLC , and its Workshop Instructors, Partners and employees, whether passive or active (excluding willful or grossly negligent acts) or any entity or person(s) performing any function with respect to the Activities.

**Guest Initials:** \_\_\_\_\_

4. That I am in good health and have no physical condition that would or should prevent me from participating in the Photography Workshop.

**Guest Initials:** \_\_\_\_\_

5. That I have been fully vaccinated against COVID-19 with the maximum number of shots as allowed by my healthcare provider and current CDC recommendation for my age group.

**Guest Initials:** \_\_\_\_\_

6. That during the time I participate in the Photography Workshop, I will hold a valid personal health insurance policy and/or travel insurance in an amount that is sufficient to cover any and all circumstances that may arise from my participation in the Photography Workshop. If I am injured, become ill, or otherwise become unable to complete the activities of the Photography Workshop, I will bear that full cost of any additional transportation or evacuation procedures performed by Epic Photo Escapes LLC or others, regardless of whether such costs are covered by my insurance.

**Guest Initials:** \_\_\_\_\_

7. This Agreement shall be interpreted in accordance with the laws of Indiana. I agree that any dispute regarding this Agreement or its enforceability shall be filed in a State court of Indiana, and shall not be transferred to any other State.

**Guest Initials:** \_\_\_\_\_

8. That the terms and conditions contained in this Agreement shall be binding upon me and my family members, legal representatives, executors, heirs, next of kin, successors, beneficiaries, and assigns.

**Guest Initials:** \_\_\_\_\_

I HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENT. I ACCEPT AND AGREE TO ITS TERMS. I AM AT LEAST 18 YEARS OF AGE AND I SIGN THIS CONTRACT VOLUNTARILY.

**Signatures:**

\_\_\_\_\_  
Guest

\_\_\_\_\_  
Date

\_\_\_\_\_  
Epic Photo Escapes LLC

\_\_\_\_\_  
Date