

# Kenneth Wyatt Photography LLC - Tour Release

## Release and Assumption of Risk

I am aware that during any workshop or photo tour that I am participating in under the arrangements of Kenneth Wyatt Photography LLC, and it's agents or associates, certain risks and dangers exist while traveling in the United States, foreign countries, and wilderness areas in any country, and there is the possibility of accident or illness occurring in remote places without access to immediate or timely medical treatment or facilities, the risk of tropical diseases, the potential for personal injury and property damage by wildlife or wildlife models, political instability, forces of nature and travel by air (including, but not limited to, chartered aircraft), train, automobile, bus, or other conveyance. I understand that such risks simply can not be eliminated without jeopardizing the essential qualities of this workshop or photo tour. In consideration of, and as part payment for the right to participate in such workshops or photo tours and/or other activities and services arranged for me by Kenneth Wyatt Photography LLC, it's agents and associates, I have and do hereby assume all of the above risks and hereby release Kenneth Wyatt Photography LLC and will hold harmless from any and all liability, actions, causes of actions, debts, claims, and demands of every kind and nature whatsoever which I now have or which may arise of or in connection with any of my workshops or photo tours and participation in any activities arranged for me by Kenneth Wyatt Photography LLC, and it's agents or associates, even though that liability may arise out of negligence or carelessness on the part of persons or entities mentioned above. Should Kenneth Wyatt Photography LLC, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, the enrolling trip participant(s) agree(s) to indemnify and hold them harmless for all such fees and costs. In the event a lawsuit is filed, the enrolling participant(s) agree(s) to do solely in the County of Teller in the State of Colorado. The terms hereof shall serve as a release and assumption of risk for myself, my heirs, executors and administrators, and for all members of my family, including any minors accompanying me.

Kenneth Wyatt Photography LLC, it's agents and associates, act only as agents for the passenger in regard to travel including, but not limited to, sightseeing, meals, lodging, transportation, and all other services whether by railroad, motorcar, motorcoach, boat, or airplane and they assume no liability for injury, damage, loss, accident, delay, or irregularity which may be occasioned either by reason of defect in any vehicle or for any reason whatsoever, or through the acts or default of any company or person engaged in conveying the passenger or in carrying out the arrangements of the trip. They can accept no responsibility for losses or additional expenses due to delay or changes in air or other services, sickness, weather, strike, war quarantine, or other causes. All such losses or expenses will have to be borne by the passenger, as trip fees provide for arrangements only for the time and locations stated. The right is reserved to substitute lodging of similar category for those indicated and to make any changes in the itinerary or transport where deemed necessary or caused by changes in air schedules or equipment substitution. The right is reserved to cancel any trip prior to departure, in which case full refund of the paid trip funds will be given, but Kenneth Wyatt Photography LLC is not responsible for any other trip preparation expenses such as penalized or nonrefundable air tickets, visa fees and medical related expenses. If cancellation notice is received prior to 30 days before departure (or as otherwise specified in the tour literature), a full refund will be provided, however, if notice is provided less than 30 days (or as otherwise specified), any costs or fees incurred by Kenneth Wyatt Photography LLC will be deducted; the remaining balance (if any) will then be refunded. The right is reserved to substitute another trip leader for the leader originally specified, and is not a basis for participant cancellation or refund other than our normal cancellation policy terms. The right is reserved to decline to accept or to retain any participant as a member of any trip. Baggage is at the owner's risk entirely.

I have read and agreed to the terms and provisions stated in the Kenneth Wyatt Photography LLC brochure for the workshop or photo tour for which I have enrolled, especially noting the policy on cancellations, refunds, and limitations on responsibility as specified above. I am aware that the detailed itineraries are subject to change due to changes in weather, natural history events, or other logistical arrangements deemed necessary.

**By signing this agreement, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Kenneth Wyatt Photography LLC, on the basis of any claim from which I have released them.**

I have had sufficient time to read this entire document, I have read and understood it, and I agree to be bound by its terms.

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

If participant is under age 18, Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_