

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Reed Hoffmann and anyone assisting him on this workshop, I hereby agree to release, indemnify and discharge Reed Hoffmann and that/those person/s on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in a photography workshop may entail known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: slips and falls; the hazards of walking on uneven terrain; collision with fixed or movable objects or people; accidents involving vehicles; weather conditions; the forces of nature, including lightning and weather changes; exhaustion, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; travel in remote areas with poor or no access to emergency and/or medical services; accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered; consumption of food or drink; and improper lifting or carrying; my own physical condition, and the physical exertion associated with this activity.

Furthermore, Reed Hoffmann (and any assistants) always seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions, and they may give incomplete warnings or instructions.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

2a. I am aware of the risks of the novel coronavirus (COVID-19), and understand that even if I'm vaccinated and boosted, there is still a risk of exposure, and I take that responsibility upon myself. We cannot prevent you from being exposed to, contacting or spreading it while on the workshop. Before, during or after the workshop you could face unexpected costs associated with COVID-19 (medical care, food, lodging, quarantine restrictions, etc.), and you would be solely responsible for those expenses. By signing this agreement you acknowledge the risks posed by COVID-19 and take them upon yourself.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Reed Hoffmann and any of his assistants from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity, including any such claims which allege negligent acts or omissions on the part of Reed Hoffmann and any of his assistants.

4. Should Reed Hoffmann, or anyone acting on his behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer to myself or my equipment while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. In the event that I file a lawsuit against Reed Hoffmann or his assistants, I agree to do so solely in the state of Kansas, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

7. I understand and agree to the cancellation policies for this workshop and agree to abide by them.

By signing this document, 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 Reed Hoffmann or his assistants on the basis of any claim from which I have released them herein.

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

Trip: _____

Signature of Participant _____ Print Name _____

Address _____

Phone _____

Date _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18). In consideration of being permitted by Reed Hoffmann to participate in these activities, I further agree to indemnify and hold harmless Reed Hoffmann and any of his assistants from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

(print Minor's name) _____

Parent or Guardian signature : _____

Print Parent or Guardian's Name: _____ Date: _____