

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

Hereafter known as Guest.

AND

Photos by Kristi INC

Doing Business As *Kristi Odom Photography*

RE: Photography Workshop in (Location) 2025

The purpose of this agreement is to inform you of the risks you may encounter while participating in a Photography Workshop with Photos by Kristi INC , 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.

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 if in the event of legal action regarding any injury or loss during or relating to the Photography Workshop, I will indemnify, defend, and hold harmless each Workshop Instructor and or employee of Photos by Kristi INC from any and all loss, cost, claim, expense, cause of action, and liability arising from any injury (including death) or damage to property suffered during this Photography Workshop.

Responsibility of the Guest:

- Guests are required to obtain travel insurance.
- Guests are required to obtain all visas needed to travel to and from workshop location.
- 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 Photos by Kristi INC the irrevocable right and permission to photographs and video recordings of myself in connection with the activities of this Photography Workshop. Photos by Kristi INC and its assignee may use said photographs and video recordings for all purposes including advertising and promotional purposes, in any manner in any and all 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 Photos by Kristi INC and its assignee. I agree to release and discharge Photos by Kristi INC and its assignee 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: _____
- Any additional add-ons will be divided into the final two payments.
- A non-refundable deposit/registration fee of \$2000 is due upon the signing of this contract.
- Second payment of \$___ is due 6 months before workshop start date.
- Final Payment of \$___ is due 2 months before workshop start date.
- Cancellation must be made in writing and submitted to *Photos by Kristi INC*. The deposit/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:

- Photos by Kristi INC will not be responsible for any missed flights nor reservations not scheduled nor provided by Photos by Kristi INC.
- Photos by Kristi INC will not be responsible for any denial of entry into different countries based on visas.
- Photos by Kristi INC 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 acknowledge that we will have expert guides and their instructions are for the safety and well-being of myself, the other guests and the wildlife. I agree to adhere to all instructions and rules set forth by our guide team for the duration of the workshop.
- 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 Photos by Kristi INC, 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 Photos by Kristi INC its Workshop Instructors 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 Photos by Kristi INC and its Workshop Instructors and employees, whether passive or active (excluding willful or grossly negligent acts).

Guest Initials:

3. To indemnify, defend, and hold harmless Photos by Kristi INC and its Workshop Instructors or employees, from any and all claims, liabilities, loss, demands, damages, costs, expenses (including attorneys' fees), lawsuits, causes of action and judgments for personal injuries, including, but not limited to, death; and damage to or loss of real or personal property, 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 Photos by Kristi INC or its Workshop Instructors or 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 am fully compliant with all necessary vaccinations and medical requirements for travel to our locations as specified by each government and their current medical requirements for entry. I am in good health and have no physical condition that would or should prevent me from participating in the Photography Workshop.

Guest Initials:

6. That I will consult with my personal health care provider prior to the trip regarding where I will be traveling in order to acquire all recommended medications and medical advice to maintain my good health and well-being throughout the Photography Workshop.

Guest Initials:

7. 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 Photos by Kristi INC or others, regardless of whether such costs are covered by my insurance.

Guest Initials:

8. That I will obtain all necessary visas and travel documentation for travel to all locations as specified by government and their requirements for entry.

Guest Initials:

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

Guest Initials:

10. 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 AND I SIGN THIS CONTRACT VOLUNTARILY.

Signature:

Guest:

Date: