

## Camera Treks Personal Injury Waiver & Release Form

By signing this Release, I acknowledge that participation in a *CameraTreks* photography Tour, Workshop, Seminar, Program or Event (hereinafter "Tour") to \_\_\_\_\_ possibly exposes me to the risk of personal illness or injury; it may also expose my property and equipment to hazards. Being fully informed, or otherwise aware, that this particular Tour exposes me and my property to possible injuries and hazards, both man-made and natural, caused by action or inaction of myself and/or others, I hereby release Coup de Foudre, LLC; Camera Treks, and Wilbur Norman (hereinafter *CameraTreks* and defined as its owners; directors; officers; employees; representatives; volunteers and sponsors) from any and all liability from personal injuries, property damage, travel delays or other claims arising from or in connection with my participation in a Tour, including claims that are known and unknown, foreseen and unforeseen, future or contingent, social and/or economic.

I shall not now or at any time in the future, directly or indirectly, commence or prosecute any action, suit or other proceeding against *CameraTreks*. This Release shall be binding on me, my spouse/partner, children, legal representatives, heirs, successors and assigns. I hereby release, discharge, and agree to hold harmless *CameraTreks*.

I hereby warrant that I am of full age, have the right to contract in my own name and am in good mental and physical health with the conditioning to participate in this Tour. I have read this *Waiver & Release*, prior to my signing it, and I am fully familiar with its content. This Release shall be binding upon me and my heirs, legal representatives, and assigns.

I agree to assume all financial responsibility for any medical, rescue or other expenses that I may incur, or that may be incurred on my behalf and agree to hold harmless, defend, and indemnify *CameraTreks* for any liability, loss, damage or cost, including litigation expenses, that they may suffer should I or anyone else on my behalf pursue an action or claim that is waived or barred by this Release or any other claim by or on behalf of me arising out of the activity to which this Release relates. I also release *CameraTreks* from liability arising out of its own negligence – but not its fraudulent or willful conduct, and assume all risk thereof.

I acknowledge that I am the person whose name appears below and that I have read and fully understand this *Injury Waiver & Release Form*. I further acknowledge that I am submitting this Release voluntarily and no oral representations, statements, nor inducements, other than those in this document, have been made. I also understand I forfeit substantial rights in signing this document which is intended to be as broad as is permitted under the laws of the U.S. State of Delaware where any interpretation of this Release shall be effected. This waiver, release and assumption of liability shall be binding, forever, on me, my heirs, executors, and administrators. I agree that if any portion of this Release is deemed severable, i.e. is found invalid, unlawful or unenforceable by a Court of Law, it shall be stricken without any effect on the balance of the Release.

I also acknowledge that I understand that this Release is an important document adding to my rights and responsibilities in addition to the Tour Contract I have signed, or will be signing.

Signature: \_\_\_\_\_

Name: (print) \_\_\_\_\_

Parental Consent (for signers under the age of 21) \_\_\_\_\_

Date: \_\_\_\_\_

Note: If the member is a minor, then the above must be signed by a parent or legal guardian. It is your right to obtain legal counsel before signing this document.