

Release Document

The undersigned acknowledges that the Photo Workshop may include private vehicular transportation, vehicular and pedestrian travel over rough terrain, wildlife, and weather events in respect of which the Photo Workshop Instructors (Steve Austin and Jim Brompton and Okanagan Photography Tours assumes no liability.)

I understand that participating in such a Photo Workshop or Tour is a potentially hazardous activity and can result in serious personal injury or death. I am aware of and expressly assume all risks associated with participating in this Workshop or Tour and I assert that my participation in this Event is voluntary. In consideration for being permitted to participate in this workshop, I, for myself and for anyone entitled to act on my behalf, hereby WAIVE, RELEASE AND FOREVER DISCHARGE and save harmless, from any and all claims for injuries and damages I may have arising out of the workshop or my participation in the workshop, Steve Austin and Jim Brompton and Okanagan Photography Tours and its respective affiliates, successors, officers, directors, employees, agents, contractors and representatives (the Released Parties). I also agree to INDEMNIFY AND HOLD HARMLESS, Steve Austin and Jim Brompton and Okanagan Photography Tours from any liabilities or claims made by other individuals or entities as a result of my actions while participating in the Event.

I intend by this Waiver and Release, in advance, to waive my rights, to covenant not to sue, to release for future claims, and to discharge all of the Released Parties, from any and all loss or damage, including, but not limited to claims for damages for death, personal injury or property damage that I may have, or which may hereafter accrue to me, as a result of my participation in all or any portion of this workshop, even though that liability may arise from negligence,

carelessness, or recklessness (whether simple or gross) on the part of the Released Parties being released, from dangerous or defective property or equipment owned, maintained, or controlled by them or because of their possible liability without fault.

I understand and agree that this Waiver and Release is binding on my heirs, successors, executors, spouse, assigns, and legal representatives.

I attest that I am physically capable of participating in this Event. If I am aware of or under treatment for any physical infirmity, disorder, ailment, or illness, my medical care provider has been apprised of, and has approved of, my participation in this workshop. I acknowledge that I and I alone, am solely responsible for my personal health and safety, and the personal property I bring with me. I consent to receive medical treatment which may be advisable in the event of illness or injuries suffered by me during this workshop, and I agree to pay for the costs of any such medical treatment. This Waiver and Release shall be interpreted and the rights of

the parties determined under the laws of the province of British Columbia. The British Columbia courts shall have exclusive jurisdiction for any dispute arising under, or pertaining to this Waiver and Release.

I have carefully read this Waiver and Release and fully understand its contents. I understand that this is a release of liability and a binding contract between myself and the Released Parties, and I sign it of my own free will. I understand that I am giving up substantial rights, including my right to sue. I understand that I am signing this Waiver and Release freely and voluntarily, and with understanding of its contents, and intend my signature to be a complete and unconditional release of liability to the greatest extent allowed by law.

Witness.

Participant

X_____

X_____

