

Roger Moore Photography LLC

Photo Expeditions, Tours, Workshops & other Activities

Release of Liability

Please read carefully. This is a legally enforceable waiver of rights.

Assumption of Risk

I acknowledge that I have voluntarily applied to participate in the activity designated on this form (or any and all activities to which I may subsequently transfer). I am voluntarily participating in this activity with the knowledge of the numerous risks and dangers involved including, but not limited to: physical exertion for which I am not prepared; forces of nature; travel, whether in civilized or remote areas and by plane, auto, bus, boat or other conveyance, or on kayaks, canoes, horseback, by foot, or other form of active or adventure travel; consumption of alcoholic beverages; civil unrest; terrorism; defects in vehicles; breakdown of equipment, high altitude; accident or illness without access to means of rapid evacuation or availability of medical supplies; the adequacy of medical attention once provided; or negligence (but not the willful or fraudulent conduct) on the part of Roger Moore Photography LLC, its employees, officers, agents or others. I agree to follow the Roger Moore Photography LLC "Rules of Safety" that will be sent to me upon confirmation of my reservation. I acknowledge that the enjoyment and excitement of adventure travel is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at home or work and that these inherent risks contribute to such enjoyment and excitement, being a reason for my participation.

I HEREBY AGREE TO BE RESPONSIBLE FOR MY OWN WELFARE, AND ACCEPT ANY AND ALL RISKS OF DELAY, UNANTICIPATED EVENTS, ILLNESS, INJURY, EMOTIONAL, TRAUMA OR DEATH AND VERIFY THIS STATEMENT

Release

I acknowledge that the cost of all Roger Moore Photography LLC activities has been based upon the participants executing this Waiver of Rights Document. Therefore, as lawful consideration for being permitted to participate in such activity(ies), I hereby **RELEASE AND DISCHARGE ROGER MOORE PHOTOGRAPHY LLC AND ITS AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY ARISING FROM MY PARTICIPATION IN THE ACTIVITY**. I agree this release shall be legally binding upon me personally, all members of my family, and all minors traveling with me, my heirs, successors, assigns, and legal representatives; it being my intention to fully assume all the risk of travel and to release Roger Moore Photography LLC from any and all liabilities to the maximum extent permitted by law. I understand that Roger Moore Photography LLC reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of participating in the activities.

I understand that Roger Moore Photography LLC reserves the right to make photographic or film records of any of its activities, and hereby agree that Roger Moore Photography LLC may use any such photographic or film records for promotional and/or commercial purposes as well as approved such use by third parties with whom Roger Moore Photography LLC may choose to associate for joint marketing purposes.

I understand that all applications are subject to acceptance by Roger Moore Photography LLC and upon acceptance shall be deemed to have been entered into and to be performed at Dallas, Texas. In the unlikely event a legal dispute should arise involving any subject matter whatsoever, I agree that the following conditions will apply: (a) the dispute shall be settled by binding arbitration through the American Arbitration Association at Dallas, Texas; (b) the dispute will be governed by Texas law and; (c) the maximum amount of recovery to which I will be entitled under any and all circumstances will be the land cost of my activity with Roger Moore Photography LLC. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

Knowing and voluntary Execution

I have carefully read and fully understand the contents and legal ramifications of this agreement as well as all the conditions as stated in any documents (written or electronic) provided to me by Roger Moore Photography LLC, including those regarding cancellations and refunds policies. I understand this is a legally binding and enforceable contract and sign it of my own free will.

Signature

Date _____

Print Name _____

Parent or Guardian of a Minor

I, as a parent or guardian of the below named minor, hereby give my permission for my child or ward to participate in the activity and further agree, individually and on behalf of my child or ward, to the terms of the above.

Name of minor _____

Signature of Parent/Guardian

Date _____

Activity: _____

Description: _____

