

Organization: Abba's Creations Photography

For consideration received in the form of participation in Abba's Creations Photography workshop, hosted by John Freeman, related events and activities, I am aware of, and fully understand and agree to, the following:

1. Rocky Mountain National Park, the Boulder Mountain Parks, San Juan Mountains, National Forest and surrounding areas represent a potentially dangerous natural environment. This includes roadways, trails, waterways and unmanicured natural areas, local plant life and wild animals native to the area, exposure to which may result in disease, serious injury or death. This activity also requires low to medium level of physical exertion which may also result in injury or death for those who are not in adequate physical condition to withstand such exertion. This activity takes place in a remote area where emergency services may not be readily available, and the environment may hamper attempts to assist and/or rescue those who have been injured, and such delays may result in further injury or death. There may be other risks that have not been specifically listed here, but which are no less dangerous.
2. **I HEREBY ACKNOWLEDGE THAT I FULLY UNDERSTAND AND APPRECIATE THAT UNDERTAKING THIS ACTIVITY MAY RESULT IN INJURY AND EVEN DEATH DUE TO THE RISKS INHERENT IN THIS ACTIVITY, AND I HEREBY VOLUNTARILY ASSUME ALL RISKS, KNOWN AND UNKNOWN, ASSOCIATED WITH THIS ACTIVITY, INCLUDING THOSE ARISING FROM THE ACTIONS, FAILURES TO ACT, ERRORS OR NEGLIGENCE OF OTHERS, AND DO HEREBY WAIVE ANY LEGAL CLAIM AND ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION.**
3. I hereby confirm that I am in adequate physical condition to meet the physical challenges of participation in this activity.
4. I hereby confirm that any questions or concerns I have had about potential dangers and risks inherent to this activity have been fully addressed and answered to my satisfaction, and that, prior to signing this agreement, any further questions or concerns may be addressed by emailing: john@abbascreationsphotography.com
5. I hereby acknowledge that I own and am covered by insurance that will cover the risks inherent to this type of activity, and that I have the choice as to whether or not I wish to purchase such insurance.
6. I understand that no drugs or alcohol are permitted on tours, and that the use of drugs and/or alcohol while on a tour will be grounds for immediate termination of the excursion for myself and others in my group without refund.
7. If I observe any unusual, hazardous or dangerous conditions, whether related to plant life, wild animals or other, I will immediately advise my guide that such condition exists.
8. I, for myself, and on behalf of my heirs, assigns, representatives, and next of kin, **HEREBY UNCONDITIONALLY AND FULLY RELEASE, INDEMNIFY AND HOLD HARMLESS** "Abba's Creations Photography", John Freeman, its owners, associates, other participants, sponsors, advertisers, agents, assigns, heirs, and representatives, (hereinafter **RELEASEES**), **AND DO HEREBY WAIVE** any and all claims, demands, actions, causes of action, and suits in equity of whatever kind or nature, damages, losses and liability **ARISING OUT OF OR RELATED TO ANY PERSONAL INJURY, DISABILITY OR DEATH** I may suffer, or loss or damage to personal property, which may have arisen from **ANY NEGLIGENCE WHATSOEVER ON THE PART OF RELEASEES**, including guide error, whether before or after such incident

unless a court of competent jurisdiction determines that Releasees have been grossly negligent or have intentionally committed willful misconduct.

9. In the event that gross negligence or willful misconduct is found against the Releasees by a court of competent jurisdiction, total liability shall nonetheless be limited to respective amounts paid by participants to participate in the tour and related activities. Parents of minors on whose behalf claims have been brought agree to indemnify Releasees for all damages awarded, and all attorney and legal fees incurred to defend against such claim.
10. In the event of a dispute, this Agreement shall be subject to the jurisdiction of the Colorado judicial system, and shall be subject to the laws of Colorado, except conflicts of law statutes.
11. In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid by a competent authority, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remainder of this Agreement shall remain in full force and effect.
12. In the event of legal action, the successful party shall be entitled to reimbursement by the other party of all reasonable court costs, attorney fees and related legal expenses. **I HAVE HAD ADEQUATE OPPORTUNITY TO READ THIS WAIVER AND ASSUMPTION OF RISK AGREEMENT CAREFULLY, AND HAVE DONE SO. I UNDERSTAND THAT BY ITS TERMS AND CONDITIONS I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS SHOULD I SUSTAIN PERSONAL INJURY OR DEATH, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I HEREBY DECLARE THAT I AM OVER EIGHTEEN YEARS OF AGE, AND I FULLY UNDERSTAND THAT BY SIGNING THE DOCUMENT BELOW I AM ENTERING INTO A LEGALLY BINDING AGREEMENT.**

Print name _____

Signature _____

Date _____