

## TERMS AND CONDITIONS

### Liability

By attending this Workshop, you are accepting certain risks. Your application shall serve as a release of our liability and a complete assumption of all risks by you and your heirs, administrator, executor, successors, and assign for all family members. By accepting our terms of service, you are acknowledging that you are aware that travel, wherever it may be, and by whatever means, involves some inherent risk of injury, illness, death, loss, or damage to personal property, which may be caused by acts of nature, negligence or actions of others. In accordance with laws and regulations governing the National Park Service ("NPS"), this liability release shall not apply with respect to negligence, injuries, or other losses occurring on any NPS property. Otherwise this shall apply and should be read carefully because this Release and Indemnity Agreement contains a surrender of certain legal rights.

In consideration of, and as part of the payment for your participation in a program, workshop, excursion, expeditions, other activities, or any program that LeAnn Stamper Photography, LLC, or their assigns, may be conducting, you are voluntarily releasing LeAnn Stamper Photography, LLC, their employees, assigns, independent contractors, or anyone involved thereof, from any damages, liabilities, costs, injuries whether mental or physical, known or unknown, and by participation you agree to assume all risks whether known or unknown. You acknowledge voluntarily that by traveling to areas that may be remote, foreign, mountainous, wilderness, wild rivers, remote deserts, and may not be maintained to the standards you are accustomed and therefore may involve certain additional risks, dangers, and inconveniences including, but not limited to, terrorism, forces of nature, wild animals, hotel accommodations, airplane, vehicles, trains, boats, roads, walkways, trails, and other means of conveyance or other unknown risks. You acknowledge that medical services and facilities may not be readily available during all or part of the trip, including medical care, presence of physicians, and medication. We assume no liability for medical care. We assume no liability for dietary requirements you have.

Your application signifies your full understanding and agreement that you release and hold harmless LeAnn Stamper Photography, LLC, its officers, agents, sponsors, associates, sub-contractors, from any and all liability, actions, causes of actions, claims, debts, and demands of every kind whatsoever, known or unknown which may arise in connection with your participation in any activities arranged by them without limitation, all liability, actions, causes of action, claims, debts, and demands related to the negligence of said persons.

You also acknowledge that you understand that travel with a group invariably involves compromise to accommodate the diverse desires, travel goals, personalities, and physical abilities of group members. You also understand that while itineraries are carefully planned, they are not a guaranteed schedule of activities, events, or participation, but only a guideline and example. Group participants must allow for flexibility and changes deemed necessary by the program leader or professional guides. There may be situations beyond our control due to geographic, climatic, physical, or governmental restrictions that will cause further changes in timing, locations, and activities. Understanding this, you further agree that there will be no discounts or refunds for activities curtailed or otherwise affected by such circumstances.

You have assumed the responsibility to select an activity appropriate to your physical abilities and interests. You are personally responsible for being in sufficiently good health to undertake the activity. By accepting our terms of service, and by your deposit, you certify that you do not knowingly have any physical or other considerations of disability that would create a risk for you or other participants. In addition, you authorize LeAnn Stamper Photography, LLC, to initiate and offer medical care in the event of a medical emergency.

You will be responsible for studying all pre-trip information; for bringing all equipment, personal items, and appropriate clothing; for conforming to standards of dress and hygiene; and for acting in a manner considerate of fellow participants, locations and environments, models, and locations.

### Cancellation or Change of Itinerary

While LeAnn Stamper Photography, LLC will make every attempt to operate a trip once confirmed, we do reserve the right to cancel or change a trip, at any time due to insufficient bookings and/or reasons beyond our control that might create unsafe or undesirable travel conditions for the participants.

In the rare case that we do decide to cancel a workshop, we do not and cannot promise refunds, credits or re-booking. It is possible that we may choose to re-schedule the workshop for a later time or issue a credit for a future workshop or decide to issue you a refund, minus any non-refundable deposits we have paid on your behalf and/or any administrative fees. This decision is entirely at our discretion. **Having said all of that, rest assured that we will do our very best to do right by you.** Under no circumstances will we be liable for any costs incurred by a participant in relation to a workshop. (e.g. non-refundable air tickets, visa fees if applicable, clothing, equipment, miscellaneous transportation costs, medical expenses, travel insurance premiums, etc.). LeAnn Stamper Photography, LLC reserves the right to cancel or make changes in the published itinerary whenever, in its judgment, conditions warrant, without consulting the participants. Participants have no right to any refund or other considerations in the event of these itinerary changes. We reserve the right to decline, to accept or to retain any person as a tour participant for any reason which affects the operation of the tour or the rights and welfare or enjoyment of the other tour participants. We are not responsible for any additional expenses incurred by such participants. For workshops outside of the US, tuition may be adjusted after you have signed up, based on local currency fluctuation.

#### Not Included

Air transportation and related fees (except as indicated in the itinerary); activities noted as optional in the itinerary; gratuities, unless otherwise noted on the itinerary page; passport and visa expenses; baggage/accident/cancellation insurance; personal expenses, such as laundry, telephone calls, meals (except as indicated on the itinerary) alcoholic beverages; and any other items not specifically noted as included.

#### Insurance

Unless you are already covered under an existing policy, we highly recommend that you purchase travel insurance. Such insurance often provides coverage for losses suffered in the event of trip cancellation and interruption, travel delay, loss of baggage and travel documents, baggage delay, medical emergencies and accidental death. **We do not insist on travel insurance for our tours however each participant will be personally responsible for any costs incurred as a consequence of not having appropriate travel insurance, or for any costs in excess of your policy cover limits. LeAnn Stamper Photography, LLC will not be liable for any expenses that could have been covered by appropriate travel insurance.** Insurance premiums are non-refundable.

#### Travel Documentation

You are responsible for ensuring that you have the proper travel documents and immunizations. You should check with the respective consulate(s) or visa agencies to determine whether visas are required. Valid passports are required for international travel.

#### Third-Party Services

You understand that we rely upon third party tour organizers, transportation providers, hotel operators and food providers to provide the services associated with the Workshops. All tickets, coupons, reservations, etc. are subject to the terms and conditions and other policies of the third-party service provider. We cannot control the actions of such third-parties and do not assume responsibility for unanticipated events that may occur, including, without limitation, travel delays, lost luggage, cancellations, overbooking, and other reservation errors. You should build some flexibility into your schedule in case we need to extend the length of the Workshop or make other reasonable scheduling changes to accommodate unanticipated events such as travel delays, lost luggage, cancellations, overbooking and other reservation errors. You will not be entitled to a refund in the event of unanticipated events requiring scheduling changes. You further agree to hold us harmless from and against any liability for injury, death, damage, loss, accident, delay or irregularity that might occur in connection with any services provided by third parties.

#### Arbitration:

Any controversy or claim arising out of or relating to this Agreement or the performance hereunder, including without limitation any claim related to bodily injury, property damage or death, shall be settled by binding arbitration in Raleigh, North Carolina, in accordance with the rules of the American Arbitration Association and North Carolina law. This agreement to arbitrate does not waive or modify the liability relates contained in the foregoing paragraphs. You do hereby waive your right to bring an action before a judge or jury in any court and you understand that you have given up your rights to discovery and appeal. Any award rendered in any arbitration may be made a judgment by any court of competent jurisdiction. You understand that if you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the North Carolina Code of Civil Procedure. The above Terms &