

Requirements for Participating in Your Photography Tour; Identification of Risks You May Encounter; Voluntary Assumption of Risks; Waiver of Liability; and Indemnity Agreement.

Purpose of this Agreement.

This document (for simplicity, referred to hereafter as the “Agreement”):

- informs you of risks you may encounter in your upcoming photography tour, workshop, or class (hereafter, “Tour”):
SPRING IN THE GREAT SMOKY MOUNTAINS
Dates: *April 15-19, 2018*
Minimum number of participants: *4*
Maximum number of participants: *12*
Tour Leader(s): *Don Rosenberger*
- identifies which risks will be assumed by Road Runner Photography Tours, LLC (hereafter, “Road Runner”), and which risks will be assumed by you;
- explains important terms and conditions regarding your registration and your participation in the Tour;
- explains how this Agreement will be interpreted and applied in the event you experience an injury or loss; and
- provides you the opportunity to negotiate an alternative agreement if there is anything in this document that you do wish to agree to.

Road Runner requires this Agreement to ensure that you understand the risks that may be encountered during the Tour, to ensure an appropriate, equitable allocation of risks between you and Road Runner, and to ensure you understand important terms and conditions of the Tour. If we did not require this or a similar Agreement, we would have to set the fees for our tours at a much higher level, we would not be able to offer some tours, and some people would not be able to participate because the price would be prohibitively high. You benefit by being able to participate in the Tour, and by enjoying a substantially lower cost to participate.

This is a formal legal agreement. You need to take the time to read and understand its terms; do not sign this Agreement until you have done so. If you do not agree with any provision of the entire document, you may propose an alternative agreement (see **Negotiation of an Alternative Agreement**, below).

Confirmation of Your Participation in this Tour. Your Tour registration is *not confirmed* and you will not be allowed to participate in the Tour until:

- you sign this Agreement and deliver it to Road Runner, *or*
- you sign and deliver an alternative agreement to which Road Runner has agreed.

Road Runner will continue to offer enrollment in this Tour until we have *confirmed* registrations for the *maximum* number of participants we will permit on this Tour. If you wish to negotiate an alternative agreement, do so at once to avoid losing your opportunity to participate in this Tour. If you do not wish to negotiate an alternative agreement, sign this Agreement and deliver it to Road Runner as soon as possible.

Negotiation of an Alternative Agreement. If you do not understand, or do not agree with, this document, you are not required to sign it; you may instead initiate negotiations with Road Runner that may lead to an alternative agreement. Because negotiation of an alternative agreement is likely to require considerable effort, both by you and by Road Runner, **you must promptly inform Road Runner of your desire to negotiate an alternative agreement**; failure to do so will affect the amount of any refund Road Runner will make if we do not reach agreement on an alternative agreement. It will be your responsibility to draft any proposed alternative agreement. Road Runner may accept your proposed alternative, reject it, or suggest changes that would make it acceptable; if Road Runner suggests changes to your proposed alternative, you may accept them, reject them, or suggest additional changes. At any time, either you or Road Runner may end the negotiation; if an alternative agreement is not completed within 60 days of your initial registration or 30 days prior to the beginning date of the Tour, whichever is earlier, Road Runner is likely to end the negotiation.

If we do not reach agreement on an alternative agreement, Road Runner will refund any deposits and payments you have made for this Tour as follows —

- If you inform Road Runner *in writing* (an email message is fine), of your desire to negotiate an alternative agreement **within seven days** (including weekends and holidays) of registering for this Tour, Road Runner will refund all deposits and payments you have made for this Tour.
- If you *do not* inform Road Runner *in writing* of your desire to negotiate an alternative agreement **within seven days** (including weekends and holidays) of registering for this Tour, you will receive the same refund as a **Participant Cancellation**.

Identification of Risks You May Encounter. Your participation in this Tour will involve known and unknown RISKS, such as: damage to or loss of camera equipment or other personal property, which may be caused by your own negligent actions or inactions or the negligent actions or inactions of others participating in the Tour, or the conditions in which the Tour takes place. Other RISKS include, but are not limited to, unexpected medical emergencies, such as: sprains, strains, or more serious personal injury, including, but not limited to, broken bones, cardiac events, permanent disability, paralysis, and death. . During past Road Runner tours, we have seen trips and falls, twisted ankles, and in one instance, a bone was broken, as well as severe damage to camera gear; we are aware of similar and more serious incidents that have occurred during photography tours operated by other providers, including one death.

Participation in a Road Runner tour will typically involve inherent risks that cannot be eliminated, including minor injuries such as scratches, bruises, and insect bites and stings. Whenever a tour takes place in a remote location, professional medical care may be delayed when needed, and medical evacuation may be difficult (and expensive).

Road Runner considers this Tour to involve a *Low-to-Moderate* level of risk because, among other factors, the Tour involves:

According to the National Parks Service:

Hazards and Risks

Hiking:

Always be prepared when hiking.

Wind:

High winds associated with approaching weather fronts can bring down trees and limbs. Wind can also decrease your ability to keep warm.

Stream Crossings and Waterfalls:

1. Don't attempt to cross any stream unless you are sure you can make it.
2. As a general rule, do not attempt to cross any white water (water that is flowing rapidly enough to have white-colored areas) if it is above your knees.
3. Scout the stream bank for the best location to cross. The best location may not be where the trail comes into the stream.
4. Often the most narrow point of the stream is not the best place to cross as water flows more quickly in that area.
5. Undo the chest strap and hip belt of your pack before crossing any stream. If you fall in, you can quickly escape from your pack. Otherwise, the weight of the pack can help drag you downstream or pull you under water.
6. Wear shoes to protect your feet. Many hikers bring water sandals or shoes for creek crossings.
7. Use hiking poles or stout sticks to help you get across.
8. Most stream rocks in the Smokies are extremely slippery.
9. If you lose your footing, float with your feet downstream to protect your head and upper body.
10. Many rain swollen streams in the Smokies are too dangerous to cross. If in doubt, don't do it!
11. Never climb on waterfalls. There have been many fatalities in the park from doing so.

Drinking Water:

Although most park waters are clear and free-running you should never drink untreated water!

Hypothermia:

Hypothermia is when body temperature falls below the point at which the body can maintain its own heat. It is an all-season killer and results from exposure to a combination of wind, rain and cold. Be prepared for sudden weather changes and learn how to take care of yourself in various weather extremes. Always carry rain gear as storms arise quickly.

Wildlife:

The Great Smoky Mountains are known for its wildlife. Stay clear of the wildlife, particularly the bears and elk, as these animals are wild and unpredictable.

There may be additional risks, which Road Runner is not aware of, and conditions relating to the risks Road Runner is aware of may have changed by the time the Tour takes place. Those unknown risks may substantially increase the overall risk of participating in this Tour.

Every Road Runner Tour Leader has obtained *basic* first aid training and certification, but your Tour Leader is not a medical professional and does not have the training, and will not have the equipment, to handle every incident that may occur during the Tour.

Your safety during this Tour will largely depend on your own skills, attentiveness, care, and common sense. If you are uncertain how to deal with a particular situation, ask a Tour Leader for help. You must be realistic concerning your capabilities and limitations, and you must not attempt to exceed those capabilities when participating in Tour activities.

Travel with a group invariably involves compromise to accommodate the diverse desires, travel goals, personalities, and physical abilities of group members; consequently the Tour itinerary is only a guideline, and Road Runner makes adjustments throughout the Tour to accommodate the needs of participants.

Cancellation of the Tour by Road Runner. Road Runner may cancel this Tour if any of the following occur —

- We have fewer than 4 *confirmed* registrations for this Tour by March 31, 2018.
- A Tour Leader becomes unavailable due to illness, family emergency, or any other reason.
- Necessary transportation, lodging, or any other service that Road Runner deems essential becomes unavailable.
- Road Runner determines that participants' health or safety could be endangered by adverse weather, natural disaster, civil unrest or violence, crime, evidence of an elevated risk of terrorist attack, war, disease outbreak, or any other adverse development.

In some instances, Road Runner may be able to partially overcome occurrences that would otherwise require cancellation of a tour by reducing the number of Tour participants; this would require cancellation of some, but not all, registrations.

If Road Runner cancels this Tour, or cancels your registration because we have to reduce the number of Tour participants, we will refund all deposits and payments you have made for this Tour. Road Runner will not be responsible for any financial loss you experience as a result of a tour cancellation (for example, there may be a substantial fee to reschedule a flight, or you might not be able to use or reschedule a flight if you chose to purchase a nonrefundable airline ticket); you can protect yourself from such losses by purchasing travel insurance (Road Runner always recommends that you consider travel insurance when you register for one of our tours).

Participant Cancellation.

Road Runner requires written notice of your cancellation (email will be adequate), at which time the following fees are non-refundable:

- 60 days or less before the start of the trip – 100% of the fees paid are non-refundable
- 61-100 days – RRPT will refund your payment if we can fill your spot. If your spot is not filled, the deposit is non-refundable.
- 101-145 days – \$500 non-refundable fee will be retained.
- 146+ days \$100 non-refundable fee will be retained.

Road Runner Cancellation of Photo Tour:

Road Runner reserves the right to cancel any workshop if our minimum participant enrollment is not met or other unforeseen event. In the event we cancel a workshop, participants will be given the option to reschedule to a later date or receive a full refund. We are not however, liable for any expenses incurred including (but not limited to) costs such as airfare or accommodations, and for this reason will also recommend the purchase of trip insurance.

We recommend you purchase travel insurance!

Your Health and Ability to Participate in the Tour's Activities. By registering for and participating in this Tour, you certify that you are capable of meeting the physical and mental demands of the Tour, and that your participation will not create a

risk for you, any other tour participant, any Tour Leader, any service provider, or any other person. Road Runner will not be responsible for any medical care you may require during or following this Tour.

Road Runner considers this Tour to involve an *Easy-to-Moderate* level of activity because, among other factors, the Tour involves:

This tour is primarily a car-based tour, with stops, in park turnouts with short walks to various shooting locations. Many of the walks will be on paved ground, while some may require walking on loose ground or rock.

You may see other photographers making images by wading into the rivers. This is not a required activity. There are many shore-based vantage points that are just as lovely. If you consider wading into a river, you should do so only if you have extensive experience wading into strongly flowing waters. We recommend that you stay on shore.

Your health and medical circumstances will *not* be considered as exceptions to the Tour's **Participation Cancellation** terms and conditions. You can protect yourself from losses due to a cancellation made necessary by a change in your health or medical circumstances by purchasing travel insurance.

If you have a medical condition that Road Runner needs to be aware of, please provide full information, in Appendix A – Participant Information, Waiver, and Release.

Special Dietary Requirements. Road Runner cannot guarantee that your special dietary requirements can be met during this Tour. Meals are provided in some of our tour packages, but more commonly each participant is responsible for selecting and paying for his or her own meal. Road Runner chooses lodgings and restaurants in advance, without regard to any participant's dietary requirements. If this Tour includes meals (see the Tour's information on our web site), Road Runner will gladly forward information concerning your dietary requirements to our service providers, but we cannot guarantee that your requirements will be met. Some service providers do not have the ability to meet special requests. In other instances, a service provider may be willing to accommodate your special dietary requirements at no additional cost or may require payment of additional fees to meet your requirements. If a service provider requires payment of additional fees to meet your requirements, you will be responsible for paying all such additional fees.

If you have special dietary requirements that you want our services providers to be aware of, please provide full information in Appendix A – Participant Information, Waiver, and Release.

Agreement and Release Regarding Use of Your Image. You grant Road Runner the irrevocable right and permission to photograph or otherwise record your image in connection with the activities of this Tour, and to use all such photographs or video recordings (hereafter, "Photographs") for all purposes, including advertising and promotional purposes, in any manner in any and all media, in perpetuity throughout the world, without restriction as to alteration. You waive any right to inspect and approve the use of the Photographs, and acknowledge and agree that the rights granted by this agreement and release are without compensation of any kind other than the opportunity to participate in the Tour. You agree that such Photographs and the copyright therein are the exclusive property of Road Runner. You agree to release and discharge Road Runner from any claims, actions, damages, demands, costs, expenses (including attorneys' fees) or lawsuits of any kind (excluding willful or grossly negligent acts) by reason of distribution or use of such Photographs.

Indemnification of Tour Leaders. If you decide to take legal action regarding any injury or loss during or relating to this Tour, you agree to bring that action only against Road Runner Photography Tours, LLC and that you will indemnify, defend, and hold harmless each Tour Leader from any and all loss, cost, claim, expense, cause of action, and liability arising from any injury (including death) or damage to property that you suffer during this Tour.

Right of Rescission. Road Runner wants you to be entirely satisfied and comfortable with your decision to enter into this Agreement. If you have second thoughts, you can rescind your decision within five days, including weekends and holidays, of the date you sign this Agreement. If you rescind within the five-day grace period, we will refund any deposit or payments you made for this Tour.

Appendix A – Participant Information, Waiver, and Release

Please complete the form below, review and *hand* sign the waiver and release, and return to Road Runner Photography Tours. Please return Appendix A via email (preferred) to denise@roadrunnerphotographytours.com. If you wish to return via postal service, please send to:

Denise Silva
19385 Cypress Ridge Ter. #1121
Leesburg, VA 20176

Participant Identification and Data. Road Runner does not share your information with any other party, except as necessary to comply with TSA requirements and to meet provider-booking requirements.

Participant Information	
Your full name, as it appears on your passport, driver's license, or other official identification:	
Your date of birth: (month/day/year):	
Your mailing address:	
Your email address:	
Your cell phone number (for the phone you will have with you during the Tour) – (include area code):	
Medical Conditions: (or simply state "Not applicable.")	
Special Dietary Requirements: (or simply state "Not applicable.")	
Emergency Contact Information	
Please provide an emergency contact:	
Contact name:	
Contact phone number (include area code):	

Summary

I have reviewed this Agreement and in consideration of being permitted to participate in this Tour, and recognizing that this Agreement allows me to participate at a substantially lower cost than would otherwise be required, I willingly agree to it as a whole and agree to all of the individual terms and conditions included herein. I have been given adequate time to carefully read and understand this Agreement. I have been given the opportunity to negotiate an alternative agreement, and I have decided not to pursue that option.

I expressly and freely agree to this entire Agreement and specifically agree —

1. To ASSUME ALL RISK of serious personal injury, including the possibility of fatal injury, and damage to or loss of camera equipment or other personal property, and to assume all responsibility for losses, costs and damages I may incur, where such risks or losses arise from or are in any way connected with my attendance at or participation in the Tour.

_____ INITIALS

2. To RELEASE, WAIVE, and FOREVER DISCHARGE any and all claims, loss, liabilities, demands, damages, costs, expenses, lawsuits, causes of action and judgments that I now or hereafter may have or claim to have against Road Runner and its Tour Leaders resulting from, arising out of or in any way connected with my attendance at, preparation for, or participation in the activities of this Tour, including but not limited to, any claims or damages

for personal injuries, including, but not limited to, death; and damage to or loss of camera equipment or other personal property, whether caused in whole or in part by the NEGLIGENCE of Road Runner or a Tour Leader, whether passive or active (excluding willful or grossly negligent acts).

_____ INITIALS

3. To INDEMNIFY, DEFEND, and HOLD HARMLESS Road Runner and its Tour Leaders, from any and all claims, liabilities, loss, demands, damages, costs, expenses (including attorneys' fees), lawsuits, causes of action and judgments for personal injuries, including, but not limited to, death; and damage to or loss of real or personal property, whether foreseen or unforeseen, present or future, known or unknown, resulting from, arising out of or in any way connected with my attendance at, preparation for or participation in the Activities, whether caused in whole or in part by the NEGLIGENCE of Road Runner or a Tour Leaders, whether passive or active (excluding willful or grossly negligent acts) or any entity or person(s) performing any function with respect to the Activities.
_____ INITIALS
4. That I am in good health and have no physical condition that would or should prevent me from participating in the Tour.
5. That during the time I participate in the Tour, I will hold a valid personal health insurance policy and/or travel insurance in an amount that is sufficient to cover any and all circumstances that may arise from my participation in the Tour. If I am injured, become ill, or otherwise become unable to complete the activities of the Tour, I will bear that full cost of any additional transportation or evacuation procedures performed by Road Runner or others, regardless of whether such costs are covered by my insurance.
6. That this Agreement is intended to be as broad and inclusive as permitted by law, and that if any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms of the Agreement shall not be affected thereby, but shall be valid and enforceable to the fullest extent permitted by law. The invalid provision shall be replaced by a substitute provision, drafted by Road Runner, which is valid and maintains to the fullest extent possible the same economic purposes and intent as the invalid provision.
7. This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Virginia. I agree that any dispute regarding this Agreement or its enforceability shall be filed in a State court of the Commonwealth of Virginia, and shall not be transferred to any other State.
8. That the terms and conditions contained in this Agreement shall be binding upon me and my family members, legal representatives, executors, heirs, next of kin, successors, beneficiaries, and assigns.
9. That I am eighteen years of age or older and have the authority to contract in my own name.

I HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENT, ACCEPT AND AGREE TO IT, AND I SIGN IT VOLUNTARILY.

Signature: _____

Date signed: _____