



www.americanphototreks.com

## Assumption of Risk and Release of Liability

*Caution: This is a release of legal rights. Read and understand before signing.*

I, \_\_\_\_\_, freely choose to participate in any and all guiding activities provided by American Photo Treks LLC (herein referred to as APT LLC) and its assigns. In consideration of my participation in the activities, I agree as follows:

**SPECIFIC HAZARDS:** I understand that outdoor recreation inherently includes risk of damage, loss, injury, or death including but not limited to and from: Automobile or other means of travel to, from, and during activities; Adverse weather including but not limited to snow, rain, hail, high winds, flooding or high water, lightning, and extreme cold and hot temperatures; Trail hazards including but not limited to falling and/or slipping on steep and uneven terrain, avalanches, landslides, rock slides, high altitude, object falling from above, and unstable and/or loose terrain; Health risks including but not limited to dehydration, hypothermia, and altitude sickness; Dangerous or poisonous wildlife; Careless or reckless behavior on the part of other members of the group despite reasonable supervision; Careless or reckless behavior on the part of third parties.

**ORGANIZATIONAL ARRANGEMENTS:** I understand that American Photo Treks LLC and its assigns are not an agents of, and have no responsibility for, any third party which may provide any services including food, lodging, travel, or other goods or services associated with the guided activities. I understand that guided activities are organized by APT LLC and services may or may not be provided only as a convenience to participants and that accordingly, APT LLC accepts no responsibility, in whole or in part, for delays, loss, damage, or injury to persons or property whatsoever, caused to me or others prior to departure, while traveling, or during the guided activities. I further understand that APT LLC is not responsible for matters that are beyond its control. I acknowledge that APT LLC reserves the right to cancel guided activities without penalty or to make any modifications to the itinerary and/or activity program as deemed necessary by APT LLC.

**INDEPENDENT ACTIVITY:** I understand that APT LLC is not responsible for any loss or damage I may suffer when I am traveling independently or I am otherwise separated or absent from any guided activity prior to, during, or after the scheduled events. In addition, I understand that any travel to and from scheduled events is entirely at my own expense and risk.

**HEALTH AND SAFETY:** I have been advised to consult with a medical doctor with regard to my personal medical needs. I state that there is no health-related reasons or problems that preclude or restrict my participation in guided activities. I recognize that APT LLC is not obligated to attend to any of my medical needs, and I assume all risk and responsibility therefore. In case of an emergency occurring during my participation in guided activities, I authorize in advance APT LLC or their representative to secure whatever treatment is necessary, including the administration of an anesthetic or surgery. APT LLC may (but is not obligated to) take any actions it considers to be warranted under the circumstances regarding my health and safety. I agree to pay all expenses relating thereto and release APT LLC from any liability for any actions.

**ASSUMPTION OF RISK AND RELEASE OF LIABILITY:** Knowing the risks described above, and in voluntary consideration of being permitted to participate in guided activities, I agree to release, indemnify, and defend APT LLC, officers, officials, staff, volunteers, participants, sponsors, agents, and assigns from and against any claim which I, the participant, or any other person may have for any losses, damages, or injuries arising out of or in connection with my participation in these guided activities.

**SIGNATURE:** I indicate that by my signature below that I have read the terms and conditions of participation and agree to abide by them. I have carefully read this Release Form and acknowledge that I understand it. No representation statements or inducements, oral or written, apart from the foregoing written statement, have been made. This Release Form shall be governed by the laws of the State of Colorado which shall be the forum for any lawsuits filed under or incident to this Release Form or to these guided activities. If any portion of this Release Form is held invalid, the rest of the document shall continue to full force and effect.

NAME:

SIGNATURE:

EMAIL:

PHONE:

WORKSHOP NAME:

WORKSHOP DATE(S):

EMERGENCY CONTACT / PHONE:

By checking this box I indicate my acceptance to the terms herein, including the Model Release on page two.



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## Model Release

For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, I ("Model") hereby grant to American Photo Treks LLC (collectively, the "Photographer"), the Photographer's assigns, and those persons acting with the Photographer's authority and permission, the right to take and create photographs and videos (in all formats) and other graphical depictions incorporating my likeness, in any and all media, whether now known or hereafter created (the "Photographs").

I hereby agree that all rights in and to the Photographs, including copyright, are and shall remain the sole property of the Photographer, free and clear from any claims by me or anyone acting on my behalf.

The Photographer's rights include, but are not limited to, the rights, in perpetuity, to:

- Use, re-use, publish and re-publish the Photographs;
- Alter, modify or otherwise change the Photographs, in any manner the Photographer desires;
- Combine the Photographs with textual matter and/or with other pictures and/or media; and
- Use the Photographs for illustration, promotion, art, editorial, advertising, trade, publishing, contests and educational materials.

I hereby waive any right that I may have to inspect or approve the finished product or products and the advertising copy or other matter that may be used in connection therewith or the use to which it may be applied.

I hereby release, discharge, and agree to hold harmless the Photographer, the Photographer's heirs, legal representatives and assigns, and all persons acting under the Photographer's authority or those for whom he/she is acting, from any liability by virtue of any use of the photographs or any changes or alterations made thereto.

No handwritten amendment(s) or alteration(s) of this document shall be valid unless initialed by an authorized agent of the Photographer. I hereby warrant that I am of full legal age and have the right to contract in my own name. I have read the above authorization, release, and agreement, prior to its execution and I am fully familiar with the contents thereof. This release shall be binding upon me and my heirs, legal representatives, and assigns.

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