

## DAVID W. SHAW AND WILD IMAGINATION PHOTOGRAPHY

### RELEASE OF LIABILITY AND ASSUMPTION OF RISK

- 1) I, \_\_\_\_\_ have been informed and am aware that photo and nature tours can be dangerous and includes certain risks and dangers that are an integral part of the trips and travel conditions which might be present during such trips, which may or may not be foreseen, including, but not limited to, the hazards of traveling by vehicle, kayak, raft, by air, on horse, on foot, by bicycle, or by any other unconventional means, accident or illness in remote areas without access to doctors or medical facilities, dangers of wild animals, forces of nature, extreme weather conditions, acts of God, civil and government disturbances, physical exertion for which I may not be prepared for, and the lack of evacuation possibilities should I be injured, incapacitated or disabled. I have been informed and am very aware of, these and other such inherent dangers and risks during the proposed trip and accept them and acknowledge that the enjoyment of taking trips beyond the normal safety of home, work or country is in part the reason for my participation on this trip.
- 2) Having my registration and deposit being accepted by David W. Shaw and Wild Imagination Photography in a photo tour under the auspices of David W. Shaw and/or Wild Imagination Photography, its agents, associates, assigns, employees, officers, licensees, and successors in interest, I hereby agree as follows: On behalf of myself, my personal representatives, heirs, assigns and next of kin, **I hereby release, waive, indemnify, and agree not to sue David W. Shaw or Wild Imagination Photography for all or any liability for any and all losses, damages or injuries** or any claim or demand on account of any injury to my person or property, or on account of my death resulting from any cause, including negligence of David W. Shaw, Wild Imagination Photography, or others, while I am participating in a David W. Shaw/Wild Imagination Photography trip. I further agree that I will assume the risk and release David W. Shaw and Wild Imagination Photography of all liability for any injury or damage to my body or property or my death due to any negligent failure to obtain or administer appropriate rescue operations in the event of injury or mishap, including failure to obtain adequate medical services, to evacuate or to supply treatment, medicine, or trained rescue personnel.
- 3) I further agree that if I am injured or become ill, David W. Shaw and Wild Imagination Photography may, at my cost, arrange or supply medical treatment, evacuation or any other emergency services on my behalf as David W. Shaw/Wild Imagination Photography deems necessary or appropriate for my safety and well being. I expressly acknowledge and agree that traveling in a photo tour, including the David W. Shaw/Wild Imagination Photography trip in which I am participating can be dangerous and involves serious and unpredictable risks of bodily injury, property damage and possibly death and that I intend the foregoing waiver and release of David W. Shaw/Wild Imagination Photography to be as broad and inclusive as permitted by law; that I am not relying on any oral or written representations of David W. Shaw/Wild Imagination Photography regarding safety, and that I am entering this agreement of my own free will.

4) I am aware that should I choose not to purchase insurance coverage as recommended by David W. Shaw/Wild Imagination Photography that I will be liable for all costs in the case of cancellation, trip delays, damage or loss of equipment or baggage and any medical need or emergency howsoever caused. I further agree that any controversy or claim arising out of or relating to my participation in a David W. Shaw/Wild Imagination Photography trip and/or this agreement, or the making, performance or interpretation thereof, shall be settled by binding arbitration in Fairbanks, Alaska or other mutually agreeable site in accordance with the rules of the American Arbitration Association then existing, and judgment on the arbitration award may be entered in any court having jurisdiction over David W. Shaw/Wild Imagination Photography and the subject matter of the controversy.

5) I further agree that I will not have any illegal drugs on my person or in my possession when partaking in any part of any David W. Shaw/Wild Imagination Photography trips or tours. I also agree that I will not become drunk, inebriated, or incapacitated by alcohol, marijuana or any other substance during the course of the trip.

6) **\*\* I HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AND AGREE TO IT OF MY OWN FREE WILL AND WITHOUT ANY RESERVATION.**

Signature of participant: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name of participant: \_\_\_\_\_

Witness: \_\_\_\_\_ Signature of Witness: \_\_\_\_\_