

Acknowledgment and Assumption of Risk, Release and Indemnification Agreement

PLEASE READ THIS ENTIRE DOCUMENT CAREFULLY BEFORE SIGNING.

All participants must sign the Participant Release that accompanies this Document. For participants under 18 yrs. of age, parent(s) or legal guardian(s) must also sign. Hereafter, Participants under 18 yrs. of age may be referred to as 'minor' or 'child,' parent(s) and guardian(s) will be referred to collectively as 'parent(s),' and 'I', and references to 'participant' or 'I' include both adult and minor participants. In consideration of the services of Adirondack Photography Institute, a sole-proprietorship organized and existing under the laws of Ohio, its officers, agents, servants, employees, independent contractors, and all other persons or entities associated with it (collectively referred to in this Document as 'API'), participant and Parent(s) of a minor participant, acknowledge and agree as follows:

In addition to staff-lead activities, API contracts with independent contractors (not employees or agents of API) to conduct certain activities participant may be engaging in. Although API has made reasonable efforts to locate responsible contractors, these contractors work independently. API does not supervise or control these independent contractors and is not legally liable or responsible for their conduct.

ACKNOWLEDGMENT & ASSUMPTION OF RISKS

API tour, instructional workshop and seminar activities include walking on roadways, riverbeds, lakeshores, uneven and varied wooded, rocky, mountainous and other rugged and difficult terrain and involve vehicular travel in Participant's own vehicle to and from activities (referred to in this Document as 'activities' or 'these activities'). I (and my Parent(s), if I am a minor) acknowledge that participating in these activities involves inherent and other risks, hazards and dangers that can cause or lead to personal injury, death, illness, mental or emotional trauma, disability or property damage or loss to participant or others.

I specifically understand that, during the course of the activity I am about to undertake with API, I will be walking in areas which are dangerous, and in which I could damage or lose my equipment, fall and seriously injure myself, or even die. Such areas include, but are not limited to: the sides of roadways on which traffic moves at a high rate of speed, wooded areas, areas along the side of or in lakes, rivers and waterfalls, areas which have sharp and steep drop-offs such as cliffs or overhangs, steep terrain with unstable footing, rocky areas, areas with exposed roots, uneven terrain and footing, exposed rocks and other areas which may be dangerous to walk on and present a risk of falling; and that some of the time spent in these areas may be in darkness or near darkness either before sunrise or after sunset, where visibility may be limited or which may be in total darkness. I understand that snow and or ice may be present on the surfaces over which I will be walking during these activities. I also understand that I will be carrying my own equipment (which may be heavy and cumbersome) to, from, and within, such areas. I understand that there are wild animals present in some or all of these areas which, amongst others, may include bear, mountain lions, moose, coyotes, etc. I also understand that, in some times of the year, the areas in which the activities I am about to participate in may be frequented by hunters with guns or bows and arrows who may be hunting in

the vicinity in which I may be undertaking activities with API. I represent that I am physically fit; that I have no condition that would impede my ability to navigate such terrain or participate in said activities safely; and that I have been advised by my doctor that I may participate in such activities, and that I am familiar with walking or otherwise traversing the terrain referred to above. I understand that I need to wear boots or other hiking shoes which are adequate for walking in the terrain and conditions referred to above. I understand that API are photography instructors and not hiking, climbing, mountaineering or other types of guides.

Participant is voluntarily participating in Activity with knowledge of the risks and accepts full responsibility for the inherent and other risks (both known and unknown) of these activities, and for any injury, damage, death or other loss suffered by participant as a result of these activities.

I have accurately completed all required application, registration, and medical forms and reviewed and understand all this document and all API program information and materials received. API representatives and additional information are, and have been available, should I have further questions about the nature and physical demands of these activities and the risks, hazards and dangers associated with these activities. API staff, leaders or other personnel cannot, and do not, assure participant's safety or eliminate these risks.

In consideration for receiving permission to participate in the Activity, Participant will, and hereby does, hold harmless and indemnify API, its officers, agents, servants, employees, volunteers and independent contractors, against any and all claims and actions arising out of the participation of the Participant in the Activity, including, without limitation, judgments, fines, settlements, and any attorneys fees and other expenses actually and reasonably incurred, in connection with any liability, suit, action, loss, or damage arising or resulting from the Participant's participation in the Activity.

In consideration for receiving permission to participate in the Activity, Participant hereby releases and covenants not to sue, API, its officers, agents, servants, or employees, volunteers and independent contractors (hereinafter referred to as releasees) in connection with any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by Participant, or any of the property belonging to me, whether caused by the negligence of releasees, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted.

This Release and Indemnity Agreement and all other portions of this agreement includes any losses caused or alleged to be caused, in whole or in part, by the negligence of API (but not its gross negligence or intentional or reckless misconduct), and includes claims for personal injury, property damage, wrongful death, breach of contract or otherwise.

It is Participant's express intent that the terms of this document shall bind the members of Participant's family and spouse, and my heirs, assigns and personal representative.

This Document and all other aspects of my relationship with API are governed by the substantive laws of the State of Ohio, and that any mediation, suit, or other proceeding must be filed or entered into only in Ohio. Any portion of this Document deemed unlawful or unenforceable shall not affect the remaining provisions and those remaining provisions shall continue in full force and effect.

API reserves the right to remove any participant from the program, who staff or leaders believe, in their discretion, presents a safety concern or medical risk, is disruptive, or acts in any manner detrimental to the program. If participant is dismissed or departs for any reason, participant (and his/her family) are responsible for all costs of early departure whether for medical reasons, dismissal, personal emergencies or otherwise. These costs include, but are not limited to medical evacuation and costs, plane, train or taxi fare, accommodations, and costs and compensation for staff accompanying participant. There will be no refunds of any amounts paid or due API in the event of removal, dismissal or voluntary departure from the activity.