

Cody Downard Photography Workshop

Policies and Waiver

Workshop costs include: Photography sessions, transportation during workshop, professional instructor/guide Cody Downard, handouts/class material, organic snacks/water.

Costs not included: Transfers from airport, hotel, food, drinks, gratuities, travel/baggage/accident/cancellation insurance, personal costs, Park Entrance Fees

Airfare: Participant is responsible for making their own arrangements to arrive in Jackson for the start of the workshop.

Hotel: Costs are not included. Participant is responsible for making their own lodging arrangements. Sometimes there will be a group discount at a “home base” hotel. Details will be given closer to the date of the workshop.

Reservations: Due to the popularity of this workshop, making an early reservation is recommended. You can reserve a spot by calling Cody Downard Photography at (307) 699-3394 or emailing. For the deposit, we accept credit cards or personal checks. Make checks payable to “Cody Downard”. Payments can be mailed to: Cody Downard, 5919 Victor Meadows , Victor, Idaho 83455. For the Balance due at workshop, we accept cash or credit card.

Cancellation Policy: If you cancel within 180 days or more before workshop, a refund less a cancellation fee of 50% of your initial deposit will be made. Per person charges for cancellations received 180 days or less from the trip start date are as follows: 180-1 days- 100% of trip deposit cost. We strongly recommend that you purchase of travel insurance

covering baggage, accident/life and trip cancellation is highly recommended. Cody Downard Photography reserves the right to cancel any group due to insufficient registration. In the event of such cancellation, those with reservations shall be notified as soon as possible and a full refund of trip payment will be given. Cody Downard Photography is not responsible for additional expenses incurred in preparation for a trip. Payment of deposit represents an acceptance of the following terms and conditions: Cody Downard Photography, its affiliates and all cooperating airlines and agencies act only in the capacity of agents in all matter of transportation and tour operation, and their liability is limited to the terms of the airline tickets, boat and land accommodation contracts. They are not responsible for any delays, inconveniences, accidents, expense or mishap of any kind whatsoever resulting entirely, or in part, from the negligence of others or from causes beyond their control. They can accept no responsibility for losses or additional expenses due to delay or changes in air or other services, sickness, weather, strike, riot, war, quarantine or other causes. All such losses or expenses must be born by the participants as program rates provide for arrangements only for the time stated. Baggage is at owner's risk entirely. No refund can be made for unused hotel rooms, meals, sightseeing trips or tours unless arrangements are made at the time of booking. The right is reserved to decline to accept or to retain any person as a program member for any reason which affects the operation of the program or the rights, welfare, or enjoyment of the other program members, and refund or the recoverable land program services is the limit of the liability of Cody Downard Photography and its affiliates.

Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement

IN CONSIDERATION of being given the opportunity to participate in a Cody Downard Photography Workshop (hereinafter referred to as "Workshop"), I, for myself, my personal representatives, assigns, heirs, and next of kin:

ACKNOWLEDGE, agree and represent that I understand the nature of Workshop activities, and that I am qualified, in good health, and in proper physical condition to participate in such Activity.

FULLY UNDERSTAND that: (a) Workshops are conducted in outdoor environments, and that accordingly I and my photography equipment may be exposed to dangers and hazards both natural and man-made; (b) Workshop activities involve risks and dangers of serious bodily injury (including permanent disability, paralysis and death), as well as risks and dangers to photography equipment; (c) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Workshop, the condition in which the Workshop takes place, or the negligence of the Releasees named below; (d) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time. I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of my participation in the Workshop.

I HEREBY RELEASE, discharge, and covenant not to sue Cody Downard (d/b/a Cody Downard Photography), their owners, directors, agents, officers, independent contractors, volunteers and employees, any sponsors, advertisers, and if applicable, owners and lessors of premises, on which the Workshop takes place (each considered one of the Releasees herein), and release and discharge the same Releasees from all liability, claims, demands, losses or damages on my account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise; and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement, I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save and hold harmless each of the Releasees, from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as a result of any such claim.

I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or

assurance of any nature and intend it be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

Workshop you are attending: _____

Name: _____

Address: _____

Phone: _____

Email: _____

Emergency Contact Name/Phone:

Signature of Participant

x _____

Please fill out and send this form to Cody at least thirty days before your workshop begins.