

Tom Whetten Photography

Tour Agreement and Liability Release



I, _____ understand that during my participation on this photography tour, I may be exposed to a variety of hazards and risks, foreseen or unforeseen, which are inherent in each Tour and cannot be eliminated without destroying the unique character of the Tour. These inherent risks include, but are not limited to, the dangers of serious personal injury, property damage, and death (“Injuries and Damages”) from exposure to the hazards of travel and Tom Whetten Photography has not tried to contradict or minimize my understanding of these risks. I know that Injuries and Damages can occur by natural causes or activities of other persons, animals, tour members, tour leaders and assistants or third parties, either as a result of negligence or because of other reasons. I understand that risks of such Injuries and Damages are involved in adventure travel such as Tom Whetten Photography Wildlife/Nature Tours and I appreciate that I may have to exercise extra care for my own person and for others around me in the face of such hazards. I further understand that on this Tour there may not be rescue or medical facilities or expertise necessary to deal with the Injuries and Damages to which I may be exposed.

In consideration for my acceptance as a participant on this Tour, and the services and amenities to be provided by Tom Whetten Photography in connection with the Tour, I confirm my understanding that:

- I have read any rules and conditions applicable to the Tour made available to me; I will pay any costs and fees for the Tour; I am liable for photography equipment borrowed or rented from Tom Whetten Photography that I am using; and I acknowledge my participation is at the discretion of the leader.
- The Tour officially begins and ends at the location(s) designated by the Tour Leader. The Tour does not include carpooling, transportation, or transit to and from the Tour, and I am personally responsible for all risks associated with this travel. This does not apply to transportation provided by Tom Whetten Photography during the Tour.
- If I decide to leave early and not to complete the Tour as planned, I assume all risks inherent in my decision to leave and waive all liability against Tom Whetten Photography from that decision. Likewise, if the leader has concluded the Tour, and I decide to go forward without the leader, I assume all risks inherent in my decision to go forward and waive all liability against Tom Whetten Photography arising from that decision.
- This Agreement is intended to be as broad and inclusive as is permitted by law. If any provision or any part of any provision of this Agreement is held to be invalid or legally unenforceable for any reason, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.
- To the fullest extent allowed by law, I agree to **WAIVE, DISCHARGE CLAIMS, AND RELEASE FROM LIABILITY** Tom Whetten Photography, its owner, employees, agents, and leaders from **any and all liability** on account of, or in any way resulting from Injuries and Damages, even if caused by negligence of Tom Whetten Photography, its owner, employees, agents, and leaders, in any way connected with this Tour. I further agree to **HOLD HARMLESS** Tom Whetten Photography, its owner, employees, agents, and leaders from any claims, damages, injuries or losses caused by my own negligence while a participant on the tour. I understand and intend that this assumption of risk and release is binding upon my heirs, executors, administrators and assigns, and includes any minors accompanying me on the Tour.
- I understand, and I agree there are no guarantees, expressed or implied, regarding this Photographic Tour. Note, Tom Whetten Photography will make every effort at its discretion to provide the photographic opportunities as outlined for this tour; refunds are solely the discretion of Tom Whetten Photography.
- I have read this document in its entirety and I freely and voluntarily assume all risks of such Injuries and Damages and notwithstanding such risks, I agree to participate on the Tour.

Name: _____

Signed: _____

Date: _____

Tour Name: _____

Tour Date(s): _____

I hereby agree and consent to the foregoing Agreement on behalf of the minor below.

Name Minor: _____

Age: _____

Signature of Parent or Guardian: _____ Date: _____