



Participation, Waiver, and Release of Liability Form

Night Photography Workshops

Acknowledgement and Assumption of Risk

I am aware of the dangers and the risks to my person and property involved while participating in any of the Night Photography Workshops during 2023 and agree to assume full responsibility for them. This includes risks not described below.

I understand that this activity involves certain risks for physical injury. I understand the workshop is taking place during COVID-19 and that equipment and safety measures, if any, which may be provided for my protection may be inadequate to prevent health issues and/or serious injury. I also understand that there are potential risks of which I may not presently be aware.

Nevertheless, I voluntarily elect to participate in this workshop with knowledge of the potential danger involved, and I hereby agree to accept and assume any, and all, risks of property damage, health, personal injury, or death.

All locations visited through our workshops are either public, or we've obtained permission from the owner to be there. There will be times when we are adjacent to private property, including property that looks abandoned but is posted with "no trespassing" or "private property" signs. We will not take you onto property that is posted in such a way, and should you choose to access this property anyway, you assume all responsibility for doing so.

Working Image Photography and the Maryland Photography Alliance Inc. do not insure participants in the above-described activity, and participants who want to be covered must obtain their own insurance. Working Image Photography and the Maryland Photography Alliance Inc. assert lack of responsibility, liability for injury or responsibility for health resulting from this activity.

In consideration for being allowed to voluntarily participate in the above-referenced activity, on behalf of myself, my personal representatives, heirs, next of kin, successors, and assigns, I forever:

- a. waive, release, and discharge Working Image Photography and the Maryland Photography Alliance Inc., their agencies, officers, and employees from any and all actions, demands, negligence and liability for my death, health, disability, personal injury, property damages, property theft, expenses, or claims of any nature which may hereafter accrue to MPA as a direct or indirect result of my participation in the above referenced activity or event; and
- b. defend, indemnify, and hold harmless Working Image Photography and the Maryland Photography Alliance Inc. their agencies, officers, and employees, from any and all claims of any nature, including all costs, expenses, and attorney's fees, which may in any manner result from or arise out of this agreement, except for claims resulting from or arising out of Working Image Photography's negligence.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident or illness during this activity or event. This release, indemnification, and waiver shall be construed broadly to provide a release, indemnification, and waiver to the maximum extent permissible under applicable law.

I, the undersigned participant, affirm that I am at least 18 years of age and am freely signing this agreement. I have read this form and fully understand that by signing this form I am giving up legal rights and/or remedies which may otherwise be available to me regarding any losses I may sustain as a result of my participation. I agree that if any portion is held invalid, the remainder will continue in full legal force and effect.

Name (printed) _____

Signature Date _____

Signature _____



Assateague Island Night Photography Workshop Participant Information

Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Email Address: _____

Cell Phone: _____

Emergency Contact Name: _____

Emergency Contact Phone: _____

MPA Club Affiliation: _____

CANCELLATION POLICY

- * 100% refund if event is cancelled by us, for any reason including weather and/or minimum # of tickets not obtained.
- * 100% refund if person provides written notification with at least two weeks' notice from when the event is scheduled to take place.
- * No refund if cancellation takes place with less than two weeks' notice from when the event is scheduled to take place. However, monies can be used towards a future Working Image Photography event.