

ACTIVE LIGHT PHOTOGRAPHY TOUR

RELEASE AGREEMENT

In consideration of the acceptance of my application for participation in the _____ (the "Tour"), I hereby acknowledge, voluntarily and freely agree to and make the following contractual representations and agreements.

I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM ASSUMING RISKS, AND AGREEING TO INDEMNIFY, NOT TO SUE AND RELEASE FROM LIABILITY THE ORGANIZER OF THIS PHOTOGRAPHIC TOUR (the "TOUR"), ACTIVE LIGHT PHOTOGRAPHY, LLC, A NEW MEXICO LIMITED LIABILITY COMPANY AND ITS RESPECTIVE AGENTS, INSURERS, EMPLOYEES, VOLUNTEERS, MEMBERS, ATTORNEYS, OFFICIALS, SPONSORS, DIRECTORS AND AFFILIATES (COLLECTIVELY "RELEASEES"), AND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS. THIS RELEASE IS A CONTRACT WITH LEGAL AND BINDING CONSEQUENCES AND IT APPLIES TO ALL ACTIVITIES ENTERED INTO AT THE EVENT, REGARDLESS OF WHETHER OR NOT LISTED ABOVE. I HAVE READ IT CAREFULLY BEFORE SIGNING, AND I UNDERSTAND WHAT IT MEANS AND WHAT I AM AGREEING TO BY SIGNING.

I ACKNOWLEDGE THAT participating in an Active Light Photography Tour may involve substantial amounts of walking, hiking and other activities in remote and unimproved locations all of which CAN BE INHERENTLY DANGEROUS ACTIVITIES AND FULLY REALIZE THE DANGERS OF PARTICIPATING IN THESE ACTIVITIES, and FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING, by way of example, and not limitation: dangers associated with walking and or hiking in remote unimproved locations, dangers associated with being in remote wilderness areas populated with wild animals including but not limited to elk, bears, insects, mountain lions, snakes and other dangerous animals, dangers associated with being in remote wilderness areas with limited or no access to medical facilities or rapid evacuation for medical emergencies, dangers associated with locations at high altitude, inadequate safety equipment, use of equipment or materials provided by Active Light Photography, LLC and others, **THE RELEASEES' OWN NEGLIGENCE**, and weather conditions; and the possibility of serious physical and/or mental trauma or injury, or death associated with the Tour. I acknowledge and understand that the tour may take place in remote locations that do not have access to communication infrastructure and that cellular telephones and other communication devices may not function. For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively "Successors"), **I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE** the Releasees and all sponsors, organizers and promoting organizations, property owners whether public or private, law enforcement agencies, public entities, special districts and properties that are in any manner connected with this Tour, and their respective agents, officials, and employees through or by which the event will be held (the foregoing are also collectively deemed to be "Releasees"), **FROM ANY AND ALL RIGHTS AND CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASEES' OWN NEGLIGENCE TO THE MAXIMUM EXTENT PERMITTED BY LAW**, which I have or which may hereafter accrue to me and from any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of, my participation in or association with the Tour, or travel to or return from the Tour. I agree it is my sole responsibility to be familiar with the Tour location, possible weather conditions and agenda, the Releasees' rules, and any special regulations for the Tour and agree to comply with all such rules and

regulations. I understand and agree that situations may arise during the Tour which may be beyond the control of the Releasees, and I must participate in such a way so as to neither endanger myself nor others. I accept responsibility for the condition and adequacy of my equipment, any equipment provided for my use, and my conduct in connection with this Tour. I affirmatively state that I have no physical or medical condition which would endanger myself or others if I participate in this Tour, or would interfere with my ability to safely participate in this Tour.

In the event there is a controversy, claim, cause of action, counter-claim or any other claim of any kind arising from or relating to this contract or the Tour, I agree that such will be subject to and must be resolved by binding arbitration pursuant to the New Mexico Uniform Arbitration Act. I hereby waive any rights I may have to a trial or jury trial for any controversy, claim, cause of action, counter-claim or any other claim of any kind arising from or relating to this contract or the Tour.

I agree, for myself and my Successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my Successors assert a claim contrary to what I have agreed to in this contract, the claiming party shall be liable for the expenses (including legal fees) incurred by the Releasees in defending the claims. This contract may not be modified orally, and a waiver or modification of any provision shall not be construed as a waiver or modification of any other provision herein or as a consent to any subsequent waiver or modification. I consent to the release by any third party to Releasees and their insurance carriers of my name and medical information that may relate solely to any injury or death I may suffer arising from the Tour. Every term and provision of this contract is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.

I ATTEST THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER [OR THAT IF I AM YOUNGER, MY PARENTS OR LEGAL GUARDIAN HAVE EXECUTED THIS WAIVER BELOW], AND THAT I AM PHYSICALLY FIT AND SUFFICIENTLY TRAINED TO PARTICIPATE IN ALL ACTIVITIES ASSOCIATED WITH THE TOUR AND MY PARTICIPATION IN SUCH IS VOLUNTARY.

DATE _____

Signature of Participant

Age

Participant (print name)

CONSENT AND RELEASE OF PARENT OR LEGAL GUARDIAN

I am the parent or legal guardian of _____ (Child). My Child is fit for the Tour, and I consent to my Child's participation. **I HAVE READ AND I UNDERSTAND THE ABOVE CONTRACT.** In consideration of allowing my Child to participate, I consent to the contract and agree that **ITS TERMS SHALL LIKEWISE BIND ME, MY CHILD,** and our heirs, legal representative, and assignees. **I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM EVERY CLAIM AND ANY LIABILITY** that I or my Child may allege against the Releasees (including reasonable legal fees and costs) as direct or indirect result of injury or death to me or my Child because of my Child's participation in the Tour, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERS TO THE MAXIMUM EXTENT PERMITTED BY LAW. I PROMISE NOT TO SUE RELEASEES** on my behalf or on behalf of my Child regarding any claim arising from my Child's participation in the Tour.

Signature of Parent or Legal Guardian