PHOTOGRAPHY BY ERIN BABNIK

Erin Babnik Photography Workshops

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

IN CONSIDERATION of being given the opportunity to participate in an Erin Babnik 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 palace, 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 Erin Babnik (d/b/a Erin Babnik 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.

Name and dates of the Workshop you are attending:

- _____

x_____

Signature of Participant Print Name of Participant Date

Please fill out and send this form to erin@erinbabnik.com at least thirty days before your workshop begins.