

AGREEMENT AND LIABILITY WAIVER

To participate in any Candace Dyar Photography program, you must sign and mail an original copy of this form to our office at the time of registration with your application. This form must be received with your application at least 30 days prior to the program to guarantee your space in the program you wish to register for.

By signing this Agreement and Liability Waiver you release of us (Candace Dyar and Candace Dyar Photography) from any liability and completely assume of all risks of injury that you may sustain on behalf of by you and your heirs, administrator, executor, successors. Each family member or person accompanying you must also sign this Agreement and Liability Waiver. By signing this waiver, you indicate that you are aware that travel, wherever it may be and by whatever means, involves risk of injury, illness, death, loss, or damage to person and/or property which may be caused by acts of nature, or negligence or actions of others.

In consideration of being allowed to participate in any program, workshop, excursion, expedition, trip or activity that Candace Dyar Photography, their employees, agents or assigns may conduct, you are voluntarily releasing Candace Dyar Photography, their employees, assigns, independent contractors, and all those involved with the program, workshop, excursion, expedition, trip or activity, from any liabilities and you assume all risks of participating in such program, workshop, excursion, expedition, trip or activity to yourself. By participating, you are voluntarily traveling to areas that may be remote, mountainous, desert, that may not be maintained to the standards to which you are accustomed or which you prefer and therefore that may involve additional risk, danger, and inconvenience including, but not limited to, terrorism, forces of nature, animals, conditions (known or unknown) of roads, walkways, trails, and other means of conveyance, unavailability or lack of readily available medical services, facilities, or medications, or dietary requirements you have, during all or part of any program, workshop, excursion, expedition, trip or activity.

Your signature signifies your full understanding and agreement to these terms with respect to any and all liability, actions, causes of actions, claims, debts, and demands of every kind whatsoever which you now have or which may arise in connection with your participation.

You are hereby notified that travel with a group invariably involves compromise to accommodate the diverse desires, travel goals, personalities, and physical abilities of various group members and unpredictables. While itineraries are carefully planned, they are not a guaranteed schedule of activities or events, but only a starting point. There will be situations beyond our control due to geographic, climatic, physical, or governmental restrictions that will cause or necessitate changes in timing, location, and/or activities. There will be no discounts, refunds for activities curtailed or otherwise affected by such or similar other circumstances, or liability on Candace Dyar Photography in consequence of these or other circumstances you may experience. You are responsible to select an activity appropriate to your physical abilities and interests.

You are responsible for being in sufficiently health to undertake the activity. By submitting this waiver you certify that you do not have any physical or other considerations that would create a risk for you or other participants.

You will be responsible for studying all pre-trip information; and for bringing all needed equipment, personal items, and clothing, dress, and hygiene appropriate to locations and environments.

We reserve the right to cancel any activity and to accept or reject any person as a member of any activity.

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The State of Washington shall have jurisdiction over any dispute between the parties hereto.

Venue for any action arising out of participation in any Candace Dyar Photography program shall be in King County, Washington.

Your signature on this form is an acknowledgement of your understanding of your responsibilities and your consent and acceptance of them.

Signature _____ Date _____

Print Name _____

Tour Date _____

This Agreement and Liability Waiver must be printed out, signed, and mailed to our office to hold your space in selected tour programs.

Candace Dyar Photography
9230 NE 143rd Place
Kirkland, WA 98034