

## Light, Land & Sea Photography Workshop - Terms & Conditions

### **1.0 RESPONSIBILITY AND LIABILITY**

In consideration of the services of Light, Land & Sea; the workshop leaders; their officers, agents, employees, and stockholders; and all other persons or entities associated with those businesses (hereinafter collectively referred to as "LLS"), I agree as follows:

Although LSS has taken reasonable steps to provide me with appropriate equipment and skilled guides so I can enjoy an activity for which I may not be skilled, LLS have informed me this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to my equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. LLS do not want to frighten me or reduce my enthusiasm for this activity, but believe it is important for me to know in advance what to expect and to be informed of the inherent risks. The following describes some, but not all, of those risks: weather events such as storms, lightning, and high winds; exposure to heat, cold, or cold water resulting in hyperthermia, hypothermia, heat exhaustion, and heat stroke; injuries related to hiking over uneven terrain or falling from heights such as muscle or joint strains and sprains, and broken bones; drowning in ocean waters or inland streams; injuries related to physical exertion including exhaustion, stroke, or cardiac events; accidents relating to travel by air or automobile; and damage to photography equipment.

I am aware that travel and outside photography entail risks of injury or death to any participant. I understand the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risks.

I acknowledge that engaging in this activity may require a degree of skill and knowledge different than other activities and that I have responsibilities as a participant. I acknowledge that LSS has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

I certify that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for bodily injury, death or loss of personal property and expenses as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and, as a result of my negligence in participating in this activity.

I understand that I will be responsible for bringing photographic equipment, personal items, and appropriate clothing; for acting in a manner considerate of fellow participants, environments, and locations. Smoking is not permitted at any time during the workshop in or near the vehicles, other participants, dining areas or shooting locations. Participation in any illegal activity during the workshop gives the Workshop Leaders just cause to immediately terminate my participation in the workshop with no refund(s). LLS and its Workshop Leaders reserve the right at their discretion to accept, decline to accept, or remove any individual from a workshop.

## **2.0 CHANGES IN SERVICES**

I understand that while itineraries are carefully planned, they are not a guaranteed schedule of activities, events, or participation. There may be situations beyond the control of LLS due to weather, geography, contractual agreements with service providers, natural history, cultural events, governmental restrictions or other situations that will cause changes in timing, locations, and activities. LLS and its Workshop Leaders reserve the right to make any changes in the published itinerary whenever, in their judgment, conditions warrant, or if they deem it necessary for the comfort, convenience, or safety of participants. I understand that any of these changes are not sufficient reason for partial or complete refund.

## **3.0 FITNESS & HEALTH**

LLS workshops are open to men and women of all age. To enjoy the workshop as intended, a minimum level of fitness is required. By registering for this workshop I certify that I do not have any physical limitation or other condition that would create a risk for myself or other participants. LLS reserves the right to decline to accept anyone that they consider unsuitable due to fitness level. LLS also reserves the right to remove from the trip or portions thereof, at the participant's own expense, anyone whose condition is such that it could create a hazard to himself or herself or others, or otherwise impact the enjoyment of other participants on the trip.

## **4.0 INSURANCE**

Travel insurance is not included in the workshop cost. Participants are advised to have travel insurance. It is also advisable to carry insurance for camera equipment.

## **5.0 WHAT IS AND IS NOT INCLUDED**

### **5.1 Included:**

Highly Skilled Workshop Leaders to assist you with your photography in all locations throughout the workshop. Post Processing and image review sessions.

### **5.2 NOT Included:**

Meals, Accommodation (unless expressly stated), Transport, Insurance, Camera Gear

### **5.3 LATE ARRIVAL**

If, for any reason I am late arriving to a workshop, it will be my responsibility to meet up with the group. I will be expected to arrange and pay for my own way until I catch up with the group.

## **6.0 DEPOSITS, PAYMENTS, CANCELLATIONS, AND REFUNDS**

I understand that a specified deposit per participant is required at the time of registration to reserve my place. This amount will be listed on individual workshop pages. Payment in full is required when registration is completed no less than 60 days prior to the departure date.

## Light, Land & Sea Photography Workshop - Terms & Conditions

My place is subject to cancellation by LLS should payment not be received when due. If I wish to cancel I must send email notification to LLS. Furthermore my cancellation is not considered official until I have received a return email confirmation acknowledging my cancellation. The date of this acknowledgement from LLS will be used as my date of cancellation, at which time the following fees apply:

The deposit is refundable as described below minus a €150 processing fee.

- **More than 91 days before a trip:** 75% refund of deposit (minus processing fee)
- **Between 90 and 61 days:** 50% refund of deposit (minus processing fee)
- **Less than 60 days and no-shows:** No refund

Payment in Full is required no later than 60 Days prior to departure. If full and final payment is not received by this date I will be notified via email two times requesting final payment. After that, LLS will consider my failure to make payment a cancellation and my place in the workshop will be forfeited and offered to individuals on the waiting list.

In any unforeseen circumstance beyond LLS control, such as but not limited to, a medical emergency affecting one of the leaders during the event, the workshop will continue. Such an event will not be deemed sufficient grounds for a refund. LLS also has the right to substitute a trip leader/instructor with someone of equal or similar credentials, at any time prior to the trip departure date. Should unforeseen circumstances affect all Workshop Leaders during the workshop, a refund proportionate to the time and the remaining days shall be applied.

LLS also has the option to cancel the trip any time prior to the workshop departure date, in which case a full refund will be given. However, LLS is not responsible for any expenses such as, but not limited to, non-refundable air tickets, accommodation costs, car rentals, etc.

### **7.0 TRAVEL DOCUMENTS**

I am responsible for ensuring that I have the proper travel documents. Citizens traveling outside their home country are required to carry a passport, valid for six months after their re-entry to their home country and should also have sufficient blank pages for visa and immigration stamps. I am responsible for contacting the embassy or consulate of the country I am traveling to for entry requirements. LLS cannot be held responsible should I be denied entry to a country due to non-compliance with these requirements.

### **8.0 PHOTO AND MODEL RELEASE**

#### **8.1 MODEL RELEASE**

By agreeing to these terms and conditions, I hereby grant permission to LLS and its owners for photographs and videos to be taken during the photo workshop or part thereof and authorize use of the resulting photography, videos, or recordings for promotional, publicity or commercial use. By making a reservation on any LLS Workshop with Athena Carey and/or John Dunne, I hereby grant permission for my likeness to be used by LLS, it's owners, and/or the workshop operators, Athena Carey and John Dunne, without compensation.

Light, Land & Sea  
Photography Workshop - Terms & Conditions

If I prefer that my likeness not be used, I must notify LLS in writing at the time of registration.

**8.2 PHOTO RELEASE**

Copyright in all photographs, video, and related created by me shall belong to me upon creation. However in some cases LLS may request use of exceptional material. In this case, I grant LLS, its owners, the Workshop Operators, Athena Carey and John Dunne a non-exclusive, worldwide, irrevocable license to use any materials which I provide to LLS and/or the Workshop Operators in any media for the following limited purposes: editorial use, promotion of this editorial use, promotion of workshops and tours led by Athena Carey and/or John Dunne.

I confirm I am 18 years of age or older and I have carefully read, clearly understand and accept the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representative and estate and for all members of my family, including minor children.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**