

## WAIVER SHEET, RELEASE, WAIVER AND INDEMNITY AGREEMENT

Michael D. Steele, d/b/a steelePROphoto, d/b/a Hike with Mike



IN CONSIDERATION of being given the opportunity to participate in a Hike with Mike Photography Workshop (hereinafter referred to as the "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 place, or the negligence of the Releasee names 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 Michael D. Steele (d/b/a steelePROphoto, d/b/a Hike with Mike), 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) 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's 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.

Printed Name of Participant: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

PARENTAL CONSENT (only if participant is under the age of 18) AND I, the minor's parent and/or legal guardian, understand the nature of Workshop activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue, and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to be caused in whole or part by the operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above 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.

Printed Name of Parent/Guardian: \_\_\_\_\_

Date: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

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**You must sign and submit this liability waiver to participate!**