

Terms, Conditions and Workshop Policies For Participants of Mountain High Workshops™

June 3-7, 2009 Mammoth Lakes, CA

Workshop Fees:

We are offering four workshop packages:

- 1) Tuition, meals and a private hotel room is \$1,300
- 2) Tuition, meals and sharing a room with another workshop participant is \$1,100
- 3) Tuition and meals is \$900
- 4) Tuition only is \$700

Meals provided: dinner on Wednesday, June 3. On June 4 through June 6, each day, a box breakfast and hot beverages, a box lunch and cold beverages and dinner in our banquet room at the hotel. Alcoholic beverages not included. Sunday June 7 breakfast is not included as you can eat more economically in a Mammoth Lakes café or restaurant.

Transportation within Mammoth and to the shooting sites is provided but transportation to and from Mammoth and your home is not included.

A spouse or significant other may join the workshop for a \$50 reduction in the package fee. A spouse or significant other may join the workshop participants for dinner for a cost of \$30 per dinner. They may not accompany the workshop participant on the shooting trips or in the classroom, however, they are welcome to join us for the evening after dinner discussions.

Cancellations: on the part of the participant must be made in writing and received by our office by US mail, courier, or email. A deposit of 50% is required at time of booking to reserve a position in the workshop, with balance payable 60 days prior to workshop start date. Full payment is required on bookings taken 60 days or less prior to workshop start date.

Refunds: If you cancel 60 or more days prior to workshop start date, full refund less \$75 processing fee. If you cancel 50 to 59 days prior to workshop start date, 25% of the workshop fee will be forfeited. If you cancel 40 to 49 days prior to workshop start date, 50% of the workshop fee will be forfeited. If you cancel 31 to 39 days prior to workshop start date, 75% of the workshop fee will be forfeited. If you cancel 30 days or less prior to workshop start date, 100% of the workshop fee will be forfeited. If you cancel 60 or less days prior to the workshop start date, and your spot is filled by another participant, you will receive a refund less \$100 for processing. Workshop fees can be paid by check made out to Mountain High Workshops or by major credit card through PayPal. All refunds will be made by check.

Cancellations or rescheduling of workshops on the part of Mountain High Workshops may be made due to circumstances beyond our control. A change of workshop dates or locations will not be made unless absolutely unavoidable. We also retain the right to cancel or reschedule a workshop if inadequate enrollment makes it economically unfeasible for our company. In this case, advance notice of 30 days will be given and a full refund of all monies will be made within 30 days. However, we cannot be responsible for additional losses or expenses incurred by the workshop participant and/or his or her non-photographing guests, such as airline tickets, airline cancellation fees, travel insurance, and other related charges.

Safety, Insurance, and Physical Fitness: Every effort is made to ensure your safety. However, participants are responsible for their own safety and accident insurance. We do not accept responsibility for lost, stolen, or damaged property. Participants must be in good physical condition for activities in a mountain environment that may be cold, wet, and windy.

Rules and Regulations: Whether the workshop you participate in is held on private, public, or government lands, you agree to abide by all rules, restrictions, and ordinances governing such lands and property. You also agree to respect the rights of other workshop participants, instructors, and those providing services to or for said workshop. Failure to comply with any governing rules or authority may result in the removal of the participant from said workshop or related activity with no provisions for refund.

Disputes and Jurisdiction: Any dispute over this contract involving litigation or court proceedings will be held to the governing laws of San Bernardino County in the state of California. Jurisdiction for any legal dispute over this contract will be conducted in the courts of San Bernardino County in the state of California.

Schedules: All workshop schedules are tentative (subjects, events, and times). Itineraries are subject to change without prior notice due to weather and other environmental conditions, direct or indirect logistical arrangements, transportation plans, health conditions of workshop participants and/or instructors, employees, or assigns, and/or any other factors deemed to be relevant by Mountain High Workshops. However, we will make every effort to include just as many photographic and instructional opportunities to the participants if changes are made.

Model Release: You consent that any and all photographs made of you or that include you or your property may be used by Mountain High Workshops and/or its assigns in promotional and/or advertising efforts for no fee and/or compensation.

Equipment: It is the responsibility of each participant to bring and provide his or her own equipment. Workshop participants will be given a list of suggested items to bring, but it is a suggested list only and does not replace personal preferences and for one's possibly limited resources or health restrictions. We will attempt to have camera and accessory manufacturer's demo products on hand for workshop participants to try and use. However, we make no promises as to the availability of any demo equipment.

Release and Assumption Of Risk Waiver: All workshop participants must agree to all Terms and Conditions and Workshop Policies and the following **Release and Assumption of Risk**

Waiver. This agreement is a prerequisite and condition to participating in or taking part of any and all workshops or events with Mountain High Workshops. **YOUR PAYMENT FOR ANY WORKSHOP OR EVENT WITH THIS COMPANY, CONSTITUTES FULL AGREEMENT TO SAID POLICIES AND WAIVER, AND IS AS BINDING AS YOUR SIGNATURE.** Refusal to agree to this waiver automatically cancels and/or revokes your registration to participate; and your registration and/or enrollment is considered as a cancellation.

Mountain High Workshops TM

5424 Ridgeview Ave.

Alta Loma, CA 91737

(909) 989-3919

Release and Assumption of Risk Waiver

I understand that participating in this event is potentially hazardous, and that I should not enter and participate unless I am medically and physically able and properly trained. In consideration of the acceptance of this entry, I assume full and complete responsibility for any injury, accident or loss of property which may occur while I am traveling to or from the event, during the event, or while I am on the premises of the event. I also am aware of and assume all risks associated with participating in this event, including but not limited to falls, contact with other participants, effect of weather, traffic, and conditions of the road. I further understand that these outdoor courses present inherent risks of personal injury or sickness, such as falling, injury by falling rocks, getting lost, traveling in rough terrain, possible creek crossings, wild and stock animals including horses and cattle, forces of nature such as lightning strikes, absence of prompt medical attention if needed, inadequately marked trails, hiking injuries, illness due impure water or tainted food or drink, and travel by automobile or other conveyance. I, for myself and my heirs and executors, hereby waive, release and forever discharge the event organizers, sponsors, promoters, Mountain High Workshops and each of its agents, representatives, successors and assigns, and all other persons associated with the event, all liabilities, claims, actions, or damages that I may have against them arising out of or in any way connected with my participation in this event. I understand that this waiver includes any claims, whether caused by negligence, the action or inaction of any of the above parties, or otherwise. The undersigned acknowledges that Mountain High Workshops neither insures workshop participants nor provides insurance covering any injury, health care problem, property loss or other need during the workshop. Insurance is the sole responsibility of the participant. Mountain High Workshops, its principals, employees, agents, heirs and assignees, shall not be liable for any injury, loss, or damage arising out of or in connection with participation in any workshop, including, without limitation, injury to person or property, or consequential or incidental damages, whether caused by acts, errors or omissions of instructors or staff, tour guides, outfitters or other providers associated with the workshop.

Printed Name: _____

I, _____, have read the above paragraphs, and agree to hold Mountain High Workshops harmless according to the above paragraphs, and I agree to be bound by the above Terms, Conditions and Workshop Policies. I understand that I will be required to sign a copy of this waiver of liability in the presence of a Mountain High Workshops associate when I register for this workshop.

Name: _____

Address: _____

Date: _____

Phone: _____

E-mail: _____

Enclosed is \$ _____ as deposit/full payment for _____ participant(s) in the
" _____ " workshop for the dates of _____.

(Please make checks payable to Mountain High Workshops)