

## TERMS AND CONDITIONS

### Liability

By attending one of our Workshops you are accepting certain risks. Your application shall serve as a release of our liability and a complete assumption of all risks by you and your heirs, administrator, executor, successors, and assign for all family members. By accepting our terms of service, you are acknowledging that you are aware that travel, wherever it may be, and by whatever means, involves some inherent risk of injury, illness, death, loss, or damage to personal property, which may be caused by acts of nature, negligence or actions of others.

In consideration of, and as part of the payment for your participation in a program, workshop, excursion, expeditions, other activities, or any program that Visionary Photography Workshops, LLC, or their assigns, may be conducting, you are voluntarily releasing Visionary Photography Workshops, LLC, their employees, assigns, independent contractors, or anyone involved thereof, from any damages, liabilities, costs, injuries whether mental or physical, known or unknown, and by participation you agree to assume all risks whether known or unknown. You acknowledge voluntarily that by traveling to areas that may be remote, foreign, mountainous, wilderness, wild rivers, remote deserts, and may not be maintained to the standards you are accustomed and therefore may involve certain additional risks, dangers, and inconveniences including, but not limited to, terrorism, forces of nature, wild animals, hotel accommodations, airplane, vehicles, trains, boats, roads, walkways, trails, and other means of conveyance or other unknown risks. You acknowledge that medical services and facilities may not be readily available during all or part of the trip, including medical care, presence of physicians, and medication. We assume no liability for medical care. We assume no liability for dietary requirements you have.

Unless accompanied by a parent or legal guardian (and with our approval), you must be at least 21 to attend one of our workshops. Your application and signature signifies your full understanding and agreement that you release and hold harmless Visionary Photography Workshops, LLC, its officers, agents, sponsors, associates, sub-contractors, from any and all liability, actions, causes of actions, claims, debts, and demands of every kind whatsoever, known or unknown which may arise in connection with your participation in any activities arranged by them without limitation, all liability, actions, causes of action, claims, debts, and demands related to the negligence of said persons.

You also acknowledge that you understand that travel with a group invariably involves compromise to accommodate the diverse desires, travel goals, personalities, and physical abilities of group members. You also understand that while itineraries are carefully planned, they are not a guaranteed schedule of activities, events, or participation, but only a guideline and example. Group participants must allow for flexibility and changes deemed necessary by the program leader or professional guides. There may be situations beyond our control due to geographic, climatic, physical, or governmental restrictions that

will cause further changes in timing, locations, and activities. Understanding this, you further agree that there will be no discounts or refunds for activities curtailed or otherwise affected by such circumstances.

You have assumed the responsibility to select an activity appropriate to your physical abilities and interests. You are personally responsible for being in sufficiently good health to undertake the activity.

You will be responsible for studying all pre-trip information; for bringing all equipment, personal items, and appropriate clothing; for conforming to standards of dress and hygiene; and for acting in a manner considerate of fellow participants, locations and environments, models, and locations. We reserve the right to cancel any activity and to accept or reject any person as a member of any activity. The program, workshop, expedition, excursion, or trip leader's judgment shall provide the ultimate determination of an individual's ability to participate in, or continue to participate in, any activity or program.

Signature \_\_\_\_\_

Date \_\_\_\_\_

#### Cancellation or Change of a Workshop

While Visionary Photography Workshops, LLC will make every attempt to operate a trip once confirmed, we do reserve the right to cancel or change a trip, at any time due to insufficient bookings and/or reasons beyond our control that might create unsafe or undesirable travel conditions for the participants. In such case, a full and immediate refund will be issued. However, the financial liability of Visionary Photography Workshops, LLC shall be limited to the amount paid to Visionary Photography Workshops, LLC for the Workshop only and shall not be extended to cover any other associated travel costs incurred (e.g. non-refundable air tickets, visa fees if applicable, clothing, equipment, miscellaneous transportation costs, medical expenses, travel insurance premiums, etc.). We reserve the right to refuse acceptance of any participant, for any reason, at any time. We are not responsible for any additional expenses incurred by such participants. For workshops outside of the US, tuition may be adjusted after you have signed up, based on local currency fluctuation.

## Cancellation and Refund Policy

We understand that attending our workshops requires advance commitment, and also that things can happen in life that may require you to cancel from a workshop. Based on cancellation date, the following apply:

Greater than 150 days before the workshop start date: full refund of any payments made minus a \$100 admin fee.

150-91 days before the start of the workshop: 50% refund of any payments made.

90-61 days before the start of the workshop: 25% refund of any payments made.

Within 60 days of the start of the workshop: **no refund.**

Refunds will be paid by the same method that the original payment was made.

\*Note that there are some non-refundable workshops for which the above terms do not apply, and for these workshops we do not offer a refund of any payments made under any circumstances. This will always be noted clearly in the workshop description as "Payments or deposits for this workshop are non-refundable under any circumstances, our other Terms and Conditions apply."

## Not Included

Air transportation and related fees (except as indicated in the itinerary); activities noted as optional in the itinerary; gratuities, unless otherwise noted on the itinerary page; passport and visa expenses; baggage/accident/cancellation insurance; personal expenses, such as laundry, telephone calls, meals

(except as indicated on the itinerary) alcoholic beverages; and any other items not specifically noted as included.

### Travel Documentation

You are responsible for ensuring that you have the proper travel documents and immunizations. You should check with the respective consulate(s) or visa agencies to determine whether visas are required. Valid passports are required for international travel.

### Insurance

Unless you are already covered under an existing policy, we recommend that you purchase travel insurance. Such insurance often provides coverage for losses suffered in the event of trip cancellation and interruption, travel delay, loss of baggage and travel documents, baggage delay, medical emergencies and accidental death.

### Third-Party Services

You understand that we rely upon third party tour organizers, transportation providers, hotel operators and food providers to provide the services associated with the Workshops. All tickets, coupons, reservations, etc. are subject to the terms and conditions and other policies of the third-party service provider. We cannot control the actions of such third-parties and do not assume responsibility for unanticipated events that may occur, including, without limitation, travel delays, lost luggage, cancellations, overbooking, and other reservation errors. You should build some flexibility into your schedule in case we need to extend the length of the Workshop or make other reasonable scheduling changes to accommodate unanticipated events such as travel delays, lost luggage, cancellations, overbooking and other reservation errors. You will not be entitled to a refund in the event of unanticipated events requiring scheduling changes. You further agree to hold us harmless from and against any liability for injury, death, damage, loss, accident, delay or irregularity that might occur in connection with any services provided by third parties.

Revised January 31, 2019

