



PHOTO SHARESHOPS

PARTICIPANT RELEASE OF LIABILITY (Tennessee) PARHAM P BAKER PHOTOGRAPHY LLC DBA PHOTO SHARESHOPS

I, (*Print Name*) _____, (the “Participant”) have chosen to participate in the following ShareShop with Parham P Baker Photography LLC DBA Photo ShareShops (the “Operator”) in the Photography Workshop called _____ (the “ShareShop.”)

Assumption of Risk: In consideration for being allowed to participate in the ShareShop, I willingly and expressly assume all risks associated with my participation and I grant this release of liability. I have carefully read the requirements and hazards outlined on the ShareShop website or watched the specific ShareShop event safety video. I understand that my participation on this ShareShop entails a risk of physical injury, and that I may be exposed to hazards including but not limited to: exposure to extreme or inclement weather; passage through bodies of water on foot or by boat, canoe or kayak; unmarked and unprotected topographic hazards such as cliffs, ravines, caves, falling trees or rocks, submerged hazards; exposure to poisonous insects, reptiles or plants; injury from other wildlife; use of sharp cutting tools; boating accidents; and risks associated with strenuous physical activity. I further understand that accidents or injuries may occur in locations or under circumstances where medical attention is not readily available. I expressly assume all risks associated with such hazards, as well as any and all other risks associated with or arising from my participation in this ShareShop including transportation to or from or during this ShareShop.

Rules: I understand and agree to abide by all instructions, rules and regulations of the leader(s) designated by the Operator and any contractor, venue, guide or outfitter regarding safety considerations and the use of all equipment. I understand that no drugs, or alcoholic beverages of any type are allowed while participating in outdoor activities and I will be required to leave with no refund of fees paid if I am suspected to be under the influence of drugs or alcohol fully at the sole discretion of the Operator, venue operators, guides or outfitters providing services to me through Photo ShareShops.

NOTICE: WARNING Under Tennessee law, there is no liability for an injury to or death of a participant in an agritourism activity conducted at this agritourism location or by this agritourism professional if such injury or death results from the inherent risks of the agritourism activity. Inherent risks of agritourism activities include, among others, risks of injury inherent to land, equipment, and animals, as well as the potential for you to act in a negligent manner that may contribute to your injury or death. You are assuming the risk of participating in this agritourism activity.

Release: I hereby release and forever discharge and hold harmless the Operator, a for profit LLC established in the Commonwealth of Kentucky, its employees, officers, directors, independent contractors, venue owners, outfitters, guides, meal providers and volunteers from any and all costs, claims, losses, liabilities, damages and demands of whatever nature arising from or in any way related to my participation on this ShareShop. I agree to make no claim, nor to institute any suit, action or proceeding against the Operator, its employees, directors, independent contractors, venue owners, outfitters, guides, meal providers or volunteers, relating to any accident, incident or occurrence arising out of or in connection with my participation on this ShareShop whether or not caused by negligence by the Operator, its employees, directors, independent contractors, venue owners, outfitters, guides, meal providers or volunteers. This release is intended to extend to any and all liability for injury, illness, death, property damage or loss arising from or in any way related to my participation in this ShareShop.

Physical Ability: I hereby represent that I understand the physical requirements of this ShareShop and certify that I am fully physically capable of meeting those requirements. I further certify that I have no medical or physical conditions that would limit or preclude my participation in this ShareShop. If I have any allergies, implanted medical assistance devices (such as pacemakers, etc) or other important medical conditions that may impact my participation **or** emergency services



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that may have to be provided to me, I have submitted them in writing to the Operator prior to the execution of this release and my registration for the ShareShop. I understand the Operator reserves the right to decline my participation for any reason including medical conditions, fully at the discretion of the Operator.

Reportable medical conditions: Yes No Initials _____

Photographic Release: I hereby grant and convey to the Operator all right, title, and interest in any and all photographs, images, video, and audio recordings made by the Operator or assigns (the “Media”) during the ShareShop, including but not limited to any royalties, donations, proceeds, or other benefits derived from such photographs or recordings. I further authorize the Operator to publish said Media at will on any website and in other media for advertising and other use as the Operator may deem appropriate. This Photographic Release serves as a photographic model release. Operator explicitly does NOT have any right or title to any images made by me in the ShareShop unless I submitted images to a ShareShop photo competition where the submitted images were specifically licensed for use for promotional purposes.

Representations: Every good faith effort is made by Photo ShareShops to cover every topic proposed in its advertising and to allow photography in every setting noted. I understand no guarantees are made relative to these representations. I understand and accept that many factors including weather, season, participant needs, staffing, contractors, changed time constraints, emergency situations and more impact the ability to fulfill every ShareShop representation as advertised.

I understand and accept that offerings and performance by contractors, guides, volunteers, outfitters, meal providers, lodging providers, and other contracted or partnered services are beyond the control of the Operator. I understand that wildlife, weather, season and more are not under the control of the Operator so no guarantee that the ShareShop will commence on a given date or that specific wildlife will be photographable is not guaranteed. I will not initiate any action against the Operator or other partners or vendors of a ShareShop due to any representations that were not fulfilled.

Other: I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Kentucky, and that this Release shall be governed by and interpreted in accordance with Kentucky law. I agree that in the event that any clause or provision of this Release is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of the Release, which shall continue in full force and effect.

By signing below, I acknowledge and affirm that I have read, understood, and executed this Release freely and without duress.

Participant Signature: _____ **Date:** _____

Parent/Guardian Signature (if applicable): _____ **Date:** _____

Complete Address (No P.O. Box): _____

Home Phone: _____ Cell: _____ Email: _____

Contact person (Emergency): _____ Phone: _____

The Operator Witness Signature: _____ **Date:** _____

Affirmation by Operator if Medical Conditions Statements were received

Yes No

The Operator Signature RE Medical: _____ **Date:** _____