

# YOUR RESPONSIBILITY AND LIABILITY WAIVER

To participate in any Moab Photo Tours, LLC program, you must sign and mail an original copy of this form to our office at the time of registration. This form must be received 30 days prior to the program to guarantee your space in the program you wish to register for.

By attending one of our programs 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 and any persons accompanying you. By signing the waiver, your signature on the application indicates 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 Moab Photo Tours, LLC or their assigns, may be conducting, you are voluntarily releasing Moab Photo Tours, LLC their employees, assigns, independent contractors, and all those involved with it, from any liabilities, because, by participating you agree to assume all risks yourself. You are voluntarily traveling to areas that may be remote, mountainous, desert, which may not be maintained to the standards you are accustomed and therefore may involve certain additional risks, dangers, and inconveniences including, but limited to, terrorism, forces of nature, wild animals, roads, walkways, trails, and other means of conveyance. You must also be aware 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.

Your application signifies your full understanding and agreement that you release and hold harmless Moab Photo Tours, 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 which you now have or 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 must 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. You understand 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. By submitting this signed application and waiver forms, your deposit, you certify that you do not knowingly have any physical or other considerations of disability that would create a risk for you or other participants. We reserve the rights to request a doctor's statement of good health.

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, 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 individuals ability to participate in, or continue to participate in, any activity or program.

Your signature on this form is an acknowledgement of your understanding of your responsibilities and your consent and acceptance of them.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print  
Name \_\_\_\_\_

Tour  
Date \_\_\_\_\_

This form must be printed out, signed, and mailed to our office to hold your space in selected tour programs.

**Moab Photo Tours, LLC**

**P.O. Box 1014**

**Moab, UT 84532**