

# Workshop Policies and Agreement Contract

This contract is between Justin Baltz Photography, Alex McGregor, the instructors and

\_\_\_\_\_, the attendee.

(Attendee Name)

## Tuition Fees

These fees are **non-refundable**. The workshop fees may be transferred to another attendee upon approval of the instructors only if the attendee has paid in full. Transferring is the full responsibility of the attendee not the instructors.

\$300 for the full workshop must be paid in full by the designated times.

- A \$100 deposit must be made from the attendee to reserve their spot.
- The additional \$200 must be paid no later than **July 15<sup>th</sup>, 2019**.
- Workshop policies and agreement contract must be signed and submitted by **July 15<sup>th</sup>, 2019**.

If the fee of \$200 is not paid by that time and not communicated with the instructor as to why it was not paid. The attendee will forfeit their spot in the workshop. If this occurs, the instructor reserves the right to remove the attendee and replace them with a new attendee.

The \$200 fee could be refunded due to severe inclement weather both nights of shooting. This is only for scenarios of lightning, tornados, and forces of nature that do not allow the workshop to perform both nights. Both nights of shooting must be disrupted by any of these scenarios in order to receive a refund. Clouds, rain, and forces of nature that do not limit the shoot are not included in this.

## Cancellation

The instructors reserve the right to cancel the workshop at any time for any reason. If the instructors choose to cancel before the workshop, a full refund will be given to each attendee.

This workshop is limited to 10 attendees and if 3 spots do not sell, the instructors reserve the right to cancel the workshop and will refund any payments.

In the event that the instructors become ill or unable to conduct the workshop for any reason. The attendee will be refunded any payments made in full.

If the attendee cancels prior to the workshop, fails to attend workshop dates, or is dismissed from the workshop due to not following the behavior policy, all monetary payments will be retained by instructors.

## **Behavior Policy**

The attendee must act professionally and ethically during the workshop and when interacting as a group. They must conduct themselves with general etiquette and with respect for others. Rude/malicious actions will not be tolerated, such as fighting, using profanity, threats, damaging property, and other malicious behavior. Attendee will receive a warning and if it is a continuous disruption the instructors hold the right to remove the student from the event and will void this contract. If an attendee does not abide by this policy and is removed from this event no refund shall be given.

## **Liability**

By attending our workshop, you are accepting certain risks. This contract will serve as a release of our liability and a complete assumption of all risks by you. By accepting these terms of service, you accept that you are aware of dangers involved during this event. This includes travel, interactions, physical activity required, mother nature, or a force of God. Wherever it may be, and by whatever means these involve inherent risks of injury, illness, death, loss, or damage to personal property. This damage could be caused by nature, negligence, or actions of others.

Accepting these terms of service, the attendee acknowledges and assumes the potential damage and danger that could occur during the event. You are voluntarily releasing Justin Baltz Photography and Alex McGregor from any and all damages, liabilities, costs, injuries whether mental or physical, known or unknown, and by participation. The instructors will not be liable if any of these scenarios occur. You are acknowledging and voluntarily traveling to areas that may be remote and may not be maintained to the standards you are accustomed to. Inconveniences may arise such as forces of nature, wildlife, insects, sunburn, cold conditions, etc., terrorism, hotel accommodations, airplanes, vehicles, trains, boats, roads, walkways, trails, and other unknown risks. You acknowledge that medical services and facilities may not be nearby and available during all or part of trip. We assume no liability for any item presented in this clause. We assume no liability for medical care or dietary requirements you might have.

Attendee must be 21 or older or must have consent of a parent or guardian, and must be approved by the instructors to attend. The consent releases and holds the instructors harmless from any and all liability, actions, causes of actions, claims, debts, fees, and demands from these attendees. The person that consents for this person acknowledges and holds all responsibility for liability, damage, fees, actions, and demands.

You understand that although itineraries are planned, they can be subject to change depending on the group accommodations. Not everyone in the group is the same and includes diverse desires, travel goals, personalities, and physical abilities. Attendees must be flexible for group accommodations and changes deemed necessary by the

instructors. There may be situations beyond our control that require changes for the group. You agree that there will be no discounts or refunds for activities affected by such circumstances.

You assume the responsibility of your physical abilities you must choose an event appropriate to your physical abilities and interests. You are personally responsible for being in good health to participate in the activity. By accepting this contract and by payments you do not knowingly have any physical or other considerations of disability that would create a risk for you or other attendees. In addition, you authorize the instructors to offer medical care in case of medical emergency. We reserve the right to request a doctor's statement of good health. The instructors are not responsible for any allergies attendees may have and attendees must communicate to the instructors if they have any.

You are personally responsible for coming prepared this includes studying, bringing all of your equipment, means of travel, personal items, food, appropriate clothing, and accommodations for staying in the area. For standards of dress and hygiene, water is recommended and the instructors will try to email the weather forecast a week before the workshop but it is up to the attendee to watch the weather and come prepared. If the attendee is not prepared and does not show up with these items they are responsible for, the instructors reserve the right to cancel any activity they are not prepared for. This will result in no refund.

The instructors shall be held harmless for any and all injury to attendees and attendees business and equipment during the course of the workshop and immediately surrounding events.

You may receive promotional items at the workshop such as stickers, t shirts, etc. There is no requirement to use these items and you are solely responsible for their usage and anything that may happen to you or your property while using these items.

### **Arbitration**

You agree to have any claim, controversy, or dispute relating to the enforcement or interpretation of this document or arising or relating to your registration, participation, or attendance at a Justin Baltz Photography submitted to binding arbitration under the rules and regulations of the American Arbitration Association. The arbitration shall take place in Denver, Colorado. You do hereby waive your right to bring an action before a judge or jury in any court and you understand that you have given up your rights to discovery and appeal. Any award rendered in any arbitration may be made a judgment by any court of competent jurisdiction. You understand that if you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the Colorado Code of Civil Procedure.

## **Non-Disclosure**

Attendees may not film or record at any time during the workshop. All materials and information presented by the instructors is under copyright and is for the attendee only. The attendee may not discuss in part, or entirely with any other photographer or persons who did not attend the workshop. This information will not be distributed without consent of the instructors and if it is will be subject to copyright laws.

Attendee is not allowed to use images taken during the workshop for commercial purposes. Images captured are strictly for portfolio use only (website, Facebook, and other social media). Attendee may not submit photos taken during the workshop to contests, magazines, or exhibitions.

Attendee must credit the instructors (Justin Baltz Photography and Alex Mcgregor) and the name of the workshop attended, when posting these images for portfolio use.

The instructors reserve the right to take photographs or videos during the workshop. We can use these for promotional purposes, advertising and publicity in both print and electronic media. By booking a workshop with the instructors the attendee agrees to allow the instructors to use these photos and videos of attendees in such a way to promote instructors future endeavors. Attendees that do not want to be apart or involved in such promotion must inform the instructors before the workshop. We also reserve the right to use, in all or in part, any written or verbal reviews you might provide for advertising and publicity both in print and electronic media.

## **Not Included**

For this workshop no accommodations will be provided it is solely up to the attendee to find room and board for the duration of the event.

The instructors will not provide any sort of food or meals for the attendees besides a couple snacks like granola bars and water. It is solely the responsibility of the attendee to bring food and properly be nutritious during this workshop.

Transportation will not be provided by the instructors and it is the responsibility for the attendee to have adequate transportation. The instructors do reserve the right to transport someone in case of a severe medical emergency that requires immediate medical attention and 911 cannot be reached. The attendee acknowledges this and is solely liable in a situation as such.

The attendee is responsible to bring proper equipment to the workshop. This includes pen, notebook, to take notes during class, camera, tripod, and any item the attendee may need to properly succeed. The instructors may provide one item of equipment or two if it is necessary but will not have enough for every attendee so attendee must bring what they need.

## **Insurance**

It is recommended that the attendee has health insurance coverage and if they do not have health insurance and an accident does occur, the instructors are not liable for any damage, fees, or injury. Loss or damage of equipment is not the instructor's liability and it is recommended to have insurance that might cover any damage to attendee's personal equipment.

ACCEPTED AND AGREED TO BY:

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(Attendee Name)

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(Attendee Signature)

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(Date)

The first and last page must be filled out and scanned with attendee's signature and date and submitted to the instructors. Email either [justinbaltzphotography@gmail.com](mailto:justinbaltzphotography@gmail.com) or [chasingluminance@gmail.com](mailto:chasingluminance@gmail.com)

This is an acceptance contract for terms and conditions that are required during this workshop. You solely accept this contract and will abide by it while attending.

Justin Baltz Photography and Alex McGregor

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