



Photography by Jim Crotty LLC Frisco Texas  
(*"Crotty Picture Ohio"*)

**General Release, Assumption of Risk,  
Limitation of Liability, and Cancellation**

Name of Adult Participant (*"The Undersigned"*):

\_\_\_\_\_

Name of Minor Participant (age 18 or under)

\_\_\_\_\_

Workshop Title & Dates: Life Renewed Photography Workshop  
Inn at Cedar Falls April 18 2013

Email: \_\_\_\_\_

☐ Check this box to be added to our mailing list.

Address:

\_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

1<sup>st</sup> Emergency Contact Name:

\_\_\_\_\_

Emergency Contact Phone(s):

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2<sup>nd</sup> Emergency Contact Name:

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Emergency Contact Phone(s):

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For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Undersigned agrees as follows:

The term "Crotty Picture Ohio" shall include, without limitation, James P. Crotty, Picture Ohio, LLC; its and related officers; directors; owners; shareholders; members; partners; employees; agents, guides, assigns, all others acting in their behalf, etc; all of which are collectively referred to as "Crotty Picture Ohio."

The Undersigned represents and warrants that they are voluntarily participating in one or more photo workshops by Crotty Picture Ohio and that they assume full responsibility for traveling and participating in any workshop or associated activity. The Undersigned acknowledges and agrees that failing to execute this agreement, abide by all workshop rules, or conduct oneself in a reasonable, mature, and professional manner shall be sufficient for Crotty Picture Ohio, in its sole and absolute discretion, to elect to terminate Undersigned's participation in the workshop without repayment of any or all fees and any further liability to Undersigned whatsoever. It is acknowledged that the retention of any fees upon termination is not a penalty but is a means for compensating Crotty Picture Ohio for its services including, among other things, a booking services fee.

The Undersigned understands and accepts that there are risks and dangers associated with and relating to participating in any workshop, indoor or outdoor activity. The Undersigned understands that risk and dangers include, without limitation, acts of God, natural disasters, forces of nature, the environment, wild and/or trained or controlled animals, other participants and people, all associated modes of transportation, including walking, hiking, etc., terrain or any areas or facilities used for or associated with any workshop and other related activities. The Undersigned hereby releases Crotty Picture Ohio from all liability, including without limitation any accident, bodily injury, personal loss, and property damage, whatsoever that may arise in connection with the Undersigned participating in any Crotty Picture Ohio workshops and any related activities and shall forever indemnify and shall hold Crotty Picture Ohio and its related parties harmless from any and all claims arising there from.

If the Undersigned or any related party pursues legal action of any kind whatsoever against Crotty Picture Ohio, then the Undersigned herein shall reimburse Crotty Picture Ohio for reasonable costs and attorneys fees incurred by Crotty Picture Ohio and its related parties in connection with said action.

Crotty Picture Ohio is not responsible for any loss, theft or damage to Undersigned's equipment or any other property of Undersigned. It is Undersigned's obligation to obtain any insurance in amounts which Undersigned deems sufficient to cover any loss, theft or damage to such property. Undersigned agrees to look solely to Undersigned's insurance to cover such loss, theft or damage, and hereby knowingly and voluntarily waives any

right of recovery against Crotty Picture Ohio and its related parties for such loss or damage.

To the fullest extent permitted by law, the Undersigned hereby assumes all the risks occasioned by participating in workshops and related or unrelated activities of the Crotty Picture Ohio.

Undersigned hereby knowingly releases and shall defend, indemnify and hold harmless Crotty Picture Ohio and its directors, employees, agents, successors and assigns ("indemnities") from and against any and all costs, expenses, liability, and/or losses and/or damages (including but not limited to judgments, awards attorney fees, claims and verdicts) arising out of demand, claims, damage or injury (including death) to the person or property of Undersigned, Undersigned's children, other family members, guests, invitees, agents and their personal representative(s), successors, assign(s), heir(s) and next of kin, whether caused by the negligence of or through the acts or omissions of the indemnities or by any other cause whatsoever except indemnities or intentional injury.

To the fullest extent permitted by law, Undersigned hereby knowingly releases and shall defend and hold harmless Crotty Picture Ohio and its related parties, directors, employees, agents, successors and assigns ("indemnities") from and against any and all costs, expenses, liability, and/or losses and/or damages (including but not limited to judgments, awards attorney fees, claims and verdicts) to third persons, their personal representatives, successors, assigns, and next of kin, for any and all loss or damage, and any claim or demand therefore, on account of injury to person (including death) or property of such third person, arising out of or relating to Undersigned's activities and/or negligence or intentional tort of Undersigned, agents, personal representative(s), successor(s), assign(s), heir(s) and next of kin or any of them, whether caused by the negligence of or through the acts or omissions of the indemnities or by any other cause whatsoever except indemnities or intentional injury.

Whether covered by Undersigned's insurance policy or not, Undersigned shall be responsible for and shall promptly, upon demand, pay Crotty Picture Ohio, Crotty Picture Ohio's customers and/or any third party for any damage caused to Crotty Picture Ohio, Crotty Picture Ohio's customers and their property or third party property by Undersigned, his/her family, guests, invitees, employees or agents. Undersigned shall be responsible for and shall promptly, upon demand, pay Crotty Picture Ohio for, any damage expense or liability incurred by Crotty Picture Ohio due to Undersigned's failure to comply with applicable laws and Rules and Regulations issued by Crotty Picture Ohio.

If, notwithstanding the above limitations on liability, Crotty Picture Ohio should be determined liable to Undersigned for damages to persons or property, Crotty Picture Ohio's liability shall be limited to a sum equal to Undersigned's applicable fee for participating in the workshop.

In no event shall Crotty Picture Ohio be liable for special or consequential damages such as, but not limited to, loss of income, revenue or profits, or for exemplary damages.

Undersigned, for himself/herself and assigns hereby knowingly, irrevocable and expressly WAIVES any and all rights to assign and/or subrogate causes of action and/or claims that Undersigned may have against Crotty Picture Ohio and covenants and guarantees to them that Undersigned shall not make such assignment(s). This provision is intended by the parties to be a waiver of subrogation clause and/or right to assign

causes of action or claims Undersigned may have against Crotty Picture Ohio.

Undersigned also acknowledges that Undersigned has read, understood and voluntarily executes this specific Release & Indemnification, assumption of risk and waiver of rights and further agrees that no other representations, statements or inducements apart from the foregoing written agreement have been made. Undersigned is aware that this release of liability, indemnification, assumption of risk and waiver of rights is a contract between Undersigned and Crotty Picture Ohio and Undersigned is signing this of his/her free will with the intention to be legally bound.

This agreement may only be modified in writing and said modification must be executed by both the Undersigned and Crotty Picture Ohio. In the event that any provision in this agreement is found to be illegal or unenforceable, then the balance of this agreement shall be interpreted as though said provision were not present. This agreement shall be interpreted under Ohio law or the law of the site of the subject workshop (to be made at Crotty Picture Ohio sole election) and the Undersigned agrees to the jurisdiction elected by Crotty Picture Ohio to resolve any dispute between the parties.

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Undersigned / Agreement Date

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Name of attendee if a minor under 18

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Signature of Parent or Guardian of minor

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Witness / Witness Date