

## **Terms, Conditions and Policies for Tour Participants**

Capture Scotland Photography is a Photography tour Company. Our goal is to provide our tour participants with an exciting photo tour experience based upon our shared interest in landscape photography. We want all of our participants to enjoy the tour and most of all, to be safe while out in the field. Toward those goals, we have set the following Terms, Conditions and Policies so that all participants understand our policies regarding handling of your payment and our policies regarding your personal safety.

### **Deposit and Payment of Fee**

Participant understands that to secure booking that a deposit must be paid to Capture Scotland Photography. Payment in full must be received by Capture Scotland Photography thirty (30) days before tour date.

### **Cancellation and Refunds**

The tour fee is non-refundable unless we can substitute another participant in your place from a waiting list. In that case, your tour fee will be refunded. The refund will be made based on your form of payment. In the remote situation that the workshop is cancelled due to circumstances beyond our control we will give participants a full refund of all monies paid for fees which will be refunded to the participant within 30 days of our cancellation. We also retain the right to cancel or reschedule the photo tour if inadequate enrolment (minimum of 4 participants) makes it economically unfeasible for our company. In this case, advance notice of 30 days will be given and a full refund of all monies will be paid to participants within 30 days. However, we will not be responsible for additional losses or expenses incurred by the participant and/or his or her non-photographing guests, such as airline tickets, airline cancellation fees, travel insurance, hotel fees not part of the photo tour fee and other related charges. Only the monies actually received will be refunded. We highly recommend that you obtain travel insurance to protect your investment.

### **Safety, Insurance, and Physical Fitness**

Every effort is made to ensure your safety. However, participants are responsible for their own safety. Any expenses incurred for emergency or medical expenses shall be borne by the participant. Participants must be in good physical condition for activities in the landscape environment that we will be shooting in. We will be shooting in and around wet, rocky, steep, and often slippery terrain which can be dangerous if common sense care is not taken for

your own safety. Please bring appropriate shoes and clothing suitable for coastal and rough terrain.

In addition to health insurance, we suggest that you insure any camera equipment that you will bring on the tour. We are not responsible for any damage that may occur to your equipment.

## **Rules and Regulations**

Whether the photo tour you participate in is held on private, public, or government lands, you agree to abide by all rules, restrictions, and ordinances governing such lands and property. You also agree to respect the rights of other photo tour participants, guides and instructors, and those providing services to or for said photo tour. Failure to comply with any governing rules or authority may result in the removal of the participant from the photo tour or related activity with no provisions for refund.

## **Schedules**

All schedules are tentative (subjects, events, and times). Itineraries are subject to change without prior notice due to weather and other environmental conditions, direct or indirect logistical arrangements, transportation plans, health conditions of other participants and/or instructors, employees, or assigns, and/or any other factors deemed to be relevant by the photo tour guides. However, we will make every effort to include just as many substitutional photographic and instructional opportunities to the participants if changes must be made to deal with an unexpected contingency.

## **Model Release**

By your participation in the photo tour, you consent that any and all photographs made of you or that include you or your property may be used by Capture Scotland Photography and/or its assigns in promotional and/or advertising efforts for no fee and/or compensation to you.

## **Equipment**

Each participant is responsible for providing his or her own camera and other photography equipment. Participants will be given a list of suggested items to bring, but it is a suggested list only and does not replace personal preferences and for one's possibly limited resources or health restrictions.

## **Release of Liability and Agreement**

By my acceptance of this entry, I assume full and complete responsibility for any injury, accident or loss of property which may occur while I am traveling to or from the event, during the event, or while I am on the premises of the event. I also am aware of and assume all risks associated with participating in this event, including but not limited to falls, contact with other participants, effect of weather, traffic, and conditions of the road. I further understand that these outdoor courses present inherent risks of personal injury or sickness, such as falling, injury by falling rocks, getting lost, traveling in rough terrain, wildland stock animals including deer, horses and cattle, forces of nature such as lightning strikes, absence of prompt medical attention if needed, inadequately marked trails, hiking injuries and travel by automobile or other conveyance.

I, for myself and my heirs and executors, hereby waive, release and forever discharge the event organisers, sponsors, promoters, Capture Scotland Photography and their representatives, successors and assigns, and all other persons associated with the event, all liabilities, claims, actions, or damages that I may have against them arising out of or in any way connected with my participation in this event. I understand that this waiver includes any claims, whether caused by negligence, the action or inaction of any of the above parties, or otherwise. The undersigned acknowledges that Capture Scotland Photography neither insures workshop participants nor provides insurance covering any injury, health care problem, property loss or other need during the workshop. Insurance covering the participant and his or her personal property is the sole responsibility of the participant. Capture Scotland Photography, employees, agents, heirs and assignees, shall not be liable for any injury, loss, or damage arising out of or in connection with participation in any photo tour, including, without limitation, injury to person or property, or consequential or incidental damages, whether caused by acts, errors or omissions of instructors or staff, tour guides, outfitters or other providers associated with the photo tour.

Yes, I would like to attend the following workshop with Capture Scotland Photography.

Signature: \_\_\_\_\_