

## **RELEASE OF LIABILITY AND ASSUMPTION OF ALL RISKS**

**Soul\*Full Women's Photography Retreat: Oregon Coast**

**June 6-10th, 2012**

**Led by: Catherine Just**

**Sponsored by: Journeys of the Spirit®**

**727.421.0849 phone**

**727.344.1339 fax**

**<http://www.journeysofthespirit.com/trips/oregon-photography-workshop/>**

**PLEASE READ CAREFULLY: THIS IS A LEGALLY ENFORCEABLE WAIVER OF RIGHTS**

### **ASSUMPTION OF RISKS**

I \_\_\_\_\_, acknowledge that I have voluntarily applied to participate on the trip designated on this application. I am voluntarily participating on the tour or expedition with knowledge that travel to the remote areas visited by this trip involves numerous risks and dangers including a risk of illness, injury or death, which may be caused by: forces of nature, civil unrest, terrorism, road conditions, injuries inflicted by animals, insects, reptiles or plants, trails, hotels, vehicles, boats or other means of conveyance that we may employ on this; high altitude accident, accident or illness without access to means of rapid evacuation or the availability of medical supplies; the lack of adequacy of medical attention once provided, and negligence on the part of Sheri A. Rosenthal, DPM Inc, DBA ("does business as") Journeys of the Spirit®, her affiliated organizations and her employees, Catherine Just, teachers, volunteers or other agencies. I acknowledge that the enjoyment and excitement of adventure travel is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at home or work, and that these inherent risks and the corresponding enjoyment and excitement contribute to the reason for my voluntary participation on this trip.

**I HEARBY ACCEPT ANY AND ALL RISKS OF ILLNESS, INJURY, EMOTIONAL TRAUMA OR DEATH AND VERIFY THIS STATEMENT BY PLACING MY INITIALS HERE: \_\_\_\_\_.**

### **RELEASE**

AS LAWFUL CONSIDERATION for being permitted by Journeys of the Spirit® to participate on such trips and activities, I hereby agree that I, my heirs, legal representatives or any member of my family will not make a claim against or sue Journeys of the Spirit®, Sheri Rosenthal, Catherine Just or any of their affiliated agents, employees, teachers or volunteers, for bodily injury, death, emotional trauma or property damage resulting from my participation in the tour or expedition. I THEREFORE RELEASE AND DISCHARGE JOURNEYS OF THE SPIRIT®, SHERI ROSENTHAL, CATHERINE JUST AND THEIR AGENTS, EMPLOYEES, TEACHERS AND VOLUNTEERS FROM AND AGAINST ANY AND ALL LIABILITY ARISING FROM MY PARTICIPATION IN THE TOUR OR EXPEDITION EVEN THOUGH THAT LIABILITY

MAY ARISE OUT OF NEGLIGENCE OR CARELESSNESS ON THE PART OF JOURNEYS OF THE SPIRIT®, SHERI ROSENTHAL, CATHERINE JUST OR THEIR AFFILIATED AGENTS, EMPLOYEES, TEACHERS OR VOLUNTEERS. If any portion of this agreement is unenforceable, the remaining portions shall remain in full force and effect. Under no circumstances shall Journeys of the Spirit® be liable to any tour participant for more than the land cost of the trip applied for on this document. I waive any charge-back rights and, in the event of dispute, requests for a refund will be made using the procedures described under "Cancellation and Refunds" as stated in the Terms and Conditions for this trip. All applications are subject to acceptance by Journeys of the Spirit®. Upon acceptance of my application, this agreement shall be deemed to have been entered into at St. Petersburg, Florida and shall be construed according to the laws of the State of Florida. In the unlikely event a legal dispute should arise involving any subject matter whatsoever, I agree that the exclusive venue for any legal action shall be St. Petersburg, Pinellas County, Florida.

**I HEARBY ACCEPT THE ABOVE PARAGRAPH AND VERIFY THIS STATEMENT BY PLACING MY INITIALS HERE: \_\_\_\_\_.**

**KNOWING AND VOLUNTARY EXECUTION**

I have carefully read and fully understand the contents of this agreement as well as all the conditions as stated under the heading "Terms and Conditions" (see attached pages) including those conditions regarding responsibility borne by trip participants and conditions regarding cancellations and refunds. I am aware, that this is a release of liability and a legally binding and enforceable contract between myself and Journeys of the Spirit® and I sign it of my own free will.

**EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_**

**SIGNATURE \_\_\_\_\_**

**PRINT NAME AS SIGNED \_\_\_\_\_**