

WAIVER

In consideration of the services of COUSINS PHOTO TOURS, LLC their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter) collectively referred to as ("CPT"), I hereby agree to release, indemnify, and discharge CPT, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that travel to foreign countries entails unanticipated risks that could result in physical or emotional injury, damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: the hazards of walking on uneven terrain (cobblestones and volcano), slips and falls, food poisoning, political unrest, petty crime, loss or damage of personal property (i.e. passport, photo equipment, baggage) and my own physical condition.
2. I expressly agree and promise to accept and assume all of the risk existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless CPT from any and all claims, demands, or causes of actions, which are in any way connected with my participation in this activity, including any such claims which allege negligent acts or omissions of CPT.
4. Should CPT or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against CPT, I agree to do so solely in the state of California, and I further agree that the substantive law of California shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against CPT on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of participant_____

Print Name_____

Date_____/_____/____