

PHOTOGRAPHIC TOURS/WORKSHOPS

RELEASE OF LIABILITY AND POLICIES



1. Limitation of Liability and Agreement to Hold Harmless

Prior to participation in any tour/workshop, or other instructional service provided by Josh Merrill Photography, you are required to read this waiver which serves as a release of Josh Merrill Photography from any and all risks and losses associated with your participation. (The term “workshop” will be used to refer to tours, expeditions or other instructional services covered in this agreement).

You acknowledge and certify that you are voluntarily participating in activities that involve travel in areas that may be remote that are subject to the dangers of natural forces without immediate emergency assistance. You also acknowledge that all travel and outdoor activities involve a higher risk of injury, loss of life, property damage and loss, illness and other dangers that may result from natural or manmade forces, your own actions and the actions of others. You certify that you understand and assume all the potential risks including those not mentioned for any loss and liability incurred by your participation.

Should Josh Merrill, Josh Merrill Photography, or anyone acting on their behalf be required to incur attorney’s fees to enforce this agreement, you agree to hold them harmless for all such fees and costs. If a lawsuit is filed you agree to do so in the State of Illinois. No modification to the terms of this limitation of liability will be accepted.

2. Medical Information and Safety Preparation

Participation in a Josh Merrill Photography workshop requires that you are in good mental and physical condition. We assume no liability for the medical care or dietary requirements for any participants. You agree that you are responsible for providing and wearing appropriate clothing, footwear and safety equipment.

Josh Merrill Photography and anyone acting on their behalf has the right to disqualify a participant at any time during the workshop if the participant’s continued participation creates any risk for the participant or members of the group. As a participant, you agree to refrain from threatening, unruly, disruptive, or criminal behavior and agree that Josh Merrill Photography has the authority to eject you from the tour without refund for doing so. Cost of participant evacuation due to medical conditions rests solely upon the participant. Any costs incurred by the participant in addition to the coverage of travel or other insurance are still the responsibility of the participant and not the responsibility of Josh Merrill Photography.



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3. Itinerary Changes and Cancellations

Josh Merrill Photography reserves the right to cancel any tour or workshop for any reason including natural or man made events including too few participants. Josh Merrill Photography is not responsible for any additional expenses you incur prior to the workshop including airfare, clothing, gear rental or any other related expense. Josh Merrill Photography reserves the right to change the workshop or tour dates for any reason at any time. Tour and workshop changes may occur due to weather, road conditions, natural or man made disasters. Josh Merrill Photography assumes no costs for changes in the itinerary.

4. Registration and Payment

You will be sent an invoice via PayPal to your e-mail address where you can pay the amount due by credit card or check.

60 days or less prior to tour start = Full Tuition Due

60+ days prior to tour start = 30% Deposit Due

5. Cancellations and Refunds

90+ days to start of tour = Refund of deposit

60-89 days prior to day 1 of tour = Josh Merrill Photography will retain tour deposit

59 days or less prior to day 1 of tour = Josh Merrill Photography will retain full tour tuition

6. Trip Cancellation Insurance

Josh Merrill Photography recommends that all participants purchase trip cancellation and interruption insurance to cover any non-refundable registration fees, travel, lodging, or other expense which you might incur in the event that an emergency or other event causes you to cancel or discontinue your participation in the workshop or tour. Josh Merrill Photography also reserves the right to cancel the photo tour or change the tour itinerary for any reason, including low enrollment in the tour. Contact us for suggestions on trip insurance.

You acknowledge that you have read and understood these terms and conditions and agree to be bound by them upon the receipt of your deposit and completion of your online registration form.

