

Waiver of Liability

To the best of my knowledge, I am in good physical condition and fully able to participate in the above named event. This event is hereinafter referred to as the "*photoshoot*". I am fully aware of the risks and hazards associated with night photography; travel to and from the shooting location(s), and personal hazards at the location(s) including falls, cave-ins, rock slides, falling trees or tree limbs, fire, wild animals, rogue waves, slippery or icy surfaces, and exposure to wind, rain, cold and heat. I also understand that any of these conditions together with additional unstated or unforeseeable circumstances may result in my injury or even DEATH.

I VOLUNTARILY AND COMPLETELY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OR LOSS, PROPERTY DAMAGE, OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or loss or damage to property owned by me, as a result of participation in this *photoshoot*.

I hereby RELEASE, WAIVE, DISCHARGE, AND AGREE NOT TO SUE, Steven Christenson, Star Circle Academy, Harold Davis, Eric Harness, their officers, servants, agents, and employees (hereinafter referred to as "releasees") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in the *photoshoot*, in activities related to the *photoshoot*, or while traveling to and from the location(s) where the *photoshoot* is being conducted.

It is my expressed intent that this release and hold harmless agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVE, DISCHARGE, and CONVENTION TO SUE the above named releasees. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be constructed in accordance with the laws of the State of California.

In signing this release, I acknowledge and represent that I HAVE READ THE FORGOING **Waiver of Liability and Hold Harmless Agreement**, UNDERSTAND IT AND SIGN IT VOLUNTARILY as my own free act and deed; no oral representations, statements or inducements, apart from this written agreement has been made; and I EXECUTE THIS RELEASE FOR FULL, ADEQUATE AND COMPLETE CONSIDERATION FULLY INTENDING TO BE BOUND BY SAME.

I warrant, certify, and affirm that I am over the age of eighteen (18).

Date: _____

Participant Signature: _____

Participant Printed Name: _____

Witness Signature: _____

Witness Printed Name: _____