

## Waiver, Release and Indemnification Agreement

I, the undersigned agree as follows:

1. I am over 18 years age and I am a resident of \_\_\_\_\_ County, California.
2. I acknowledge that I have voluntarily applied to participate in PhotoWorkShop China Summer Photo Essay Workshop 2011. I desire to travel to China and participate in the activities of said program.
3. In order to participate in said travel program, I, as an individual, am contracting for my own travel arrangements with providers of my own choice, such as but not limited to, certain travel services, hotel accommodations, meals, air, bus and train transportation, and admissions to certain local attractions.
4. It is my understanding that Larry M. Kushner is not affiliated with or an agent or principal of any of the service providers I use while participating on the Photo Workshop. Therefore, it is agreed that Larry M. Kushner has no contractual or any other duty or obligation to me with regard to any of the arrangements made by any provider for me during my travel and participation in the Photo Workshop.
5. Larry M. Kushner is the party released by this agreement and referred to collectively herein as "Releasee".
6. Larry M. Kushner has no control or authority over my actions while I participate on the workshop and has no responsibility or obligation to me with regard to my safety or loss of my property.
7. I am aware that participating in PhotoWorkShop China Summer Photo Essay Workshop 2011 program may expose me to certain risks that could result in serious injury or death. I am voluntarily participating with knowledge of the dangers involved, and agree to assume any and all risks of bodily injury, death or property loss, whether those risks are known or unknown, or even when arising from the negligence of the Releasee.
8. As consideration for being permitted to participate in PhotoWorkShop China Summer Photo Essay Workshop 2011, I forever release and discharge the Releasee, his heirs and successors from any and all actions, claims, or demands that I, my assigns, heirs, distributees, next of kin, spouse and legal representatives now have, or may have in the future for injury, death, property loss or contract damages, related to (i) my participation in PhotoWorkShop China Summer Photo Essay Workshop 2011, (ii) the negligence or other acts, whether directly connected to these activities or not, and however caused, by any Releasee, or (iii) the condition of the premises where these activities occur.
9. I agree that I, my assignees, heirs, distributees, next of kin, spouse and legal representatives forever waive all liability of any kind that Releasee may have to me with regard to my participation in PhotoWorkShop China Summer Photo Essay Workshop 2011.
10. I agree that I, my assignees, heirs, distributees, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by this release agreement.
11. I agree to indemnify, hold harmless and defend Larry M. Kushner against any legal action, claim, cost, damages, demand, judgments or attorney fees brought against him by any third party as a result of my participation in said Workshop.
12. I have read and understand this Waiver, Release and Indemnification Agreement. I have had an opportunity to consult independent legal counsel with regard to the advisability of entering this agreement. I now with full knowledge and understanding of the terms herein execute this agreement by placing my signature below.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_