

Explore in Focus™ / EIC with Jeff Parker, LLC:

Release of Liability & General Contract of Terms

General Terms

Please read this form, titled, "Explore in Focus™ with Jeff Parker, Release of Liability & General Contract of Terms" ("The Terms") carefully. The Terms serve as your contract for all services provided by Jeff Parker, EIF with Jeff Parker, LLC (d.ba Explore in Focus™), located in Fayette County, Texas, USA, and for any other services that you—the photo tour, travel event, and/or workshop participant—are receiving in regards to any tours, tour services, travel services, workshops, and/or workshop services organized by Jeff Parker, EIF with Jeff Parker, LLC (d.ba. Explore in Focus™) and/or its agents and suppliers. Participation in any services offered by Jeff Parker, EIF with Jeff Parker, LLC (d.ba. Explore in Focus™) and/or its suppliers constitutes consent on your behalf and agreement to The Terms specified herein.

Liability Waiver and Limitation, Assumption of Risk

As organizers of photo tours, travel events, and/or workshops, Jeff Parker, EIF with Jeff Parker, LLC (d.ba. Explore in Focus™) may include services not supplied directly by Jeff Parker, EIF with Jeff Parker, LLC (d.ba. Explore in Focus™). Such services may include tour guides, boat rides, meals, lodging, ground transportation, etc. ("Travel Services"). Jeff Parker, EIF with Jeff Parker, LLC (d.ba. Explore in Focus™) will not be responsible for any supplier failure to comply with any laws, breach of contract, or any negligent or intentional actions or omissions which have as a result any injury, loss, delay, damage or inconvenience to you, the participant, or your property and/or camera equipment in any tours, workshops, or other services provided directly or indirectly by Jeff Parker, EIF with Jeff Parker, LLC (d.ba. Explore in Focus™) his partners, directors, employees or subcontractors.

Additionally, Jeff Parker, EIF with Jeff Parker, LLC (d.ba. Explore in Focus™) will not be responsible for any losses, damages or injury caused before, during, or after any photo tours, travel events, and/or workshops because of any reason including but not limited to acts of God, public enemy, war, social unrest, labor strikes or disputes, terrorist activity, fire, flood, explosion, riot, unavailability of equipment, any act or order of any governmental authority or agency or instrumentality thereof, bad weather, mechanical failures or problems, diseases, unforeseen developments, actions, or any other causes, events or conditions outside of its control (*Force Majeure*). Any delay or failure in the performance by Jeff Parker, EIF with Jeff Parker, LLC (d.ba. Explore in Focus™) shall be excused if and to the extent caused by the occurrence of a *Force Majeure*. For purposes of this Agreement, *Force Majeure* shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of Jeff Parker, EIF with Jeff Parker, LLC (d.ba. Explore in Focus™), his partners, directors, employees or subcontractors.

Photo tour, travel event, and/or workshop participants and any others traveling with Jeff Parker, EIF with Jeff Parker, LLC (d.ba. Explore in Focus™) and/or anyone participating in any activities with Jeff Parker, EIF with Jeff Parker, LLC (d.ba. Explore in Focus™) agree to voluntarily assume all risks involved with his/her/their travel and participation, whether foreseeable or unforeseeable. These risks include (but are not limited to) medical disruptions and a participant not being able to begin, continue or complete travel because of a personal circumstances and/or a medical emergency. Participants agree that, in the case of injury or illness, Jeff Parker, EIF with Jeff Parker, LLC (d.ba. Explore in Focus™) may, but will not be obligated to, at a cost to the participant, arrange medical treatment and/or emergency transportation and/or evacuation services, such as Jeff Parker, EIF with Jeff Parker, LLC (d.ba. Explore in Focus™) his employees, partners, directors, and/or subcontractors deem essential for the participant's safety.

Jeff Parker, EIF with Jeff Parker, LLC (d.ba. Explore in Focus™) reserves the right to cancel photo tours, travel events, and/or workshops at any time and for any reason. In the case that Jeff Parker, EIF with Jeff Parker, LLC (d.ba. Explore in Focus™) cancels a photo tour, workshop, or other scheduled event, Jeff Parker, EIF with Jeff Parker, LLC (d.ba. Explore in Focus™) is only responsible for refunding the cost of the event (minus any funds for services already rendered to a participant or amounts still owed to Jeff Parker, EIF with Jeff Parker, LLC (d.ba. Explore in Focus™) by a participant for prior events) to registered participants and only registered participants.

Unless cancellation, actions or omissions are the product of Jeff Parker, EIF with Jeff Parker, LLC (d.ba. Explore in Focus™)'s gross negligence or willful misconduct ("*colpa grave o dolo*"), in no event shall Jeff Parker, EIF with Jeff Parker, LLC (d.ba. Explore in Focus™), Mary Parker, partners, directors, employees, affiliates, agents or subcontractors of Jeff Parker, EIF with Jeff Parker, LLC (d.ba. Explore in Focus™), ("The Parties") be liable for any loss or damages caused by, or due to any interruption or cancellation of photo tours, travel events, and/or workshops, including (but not limited to) any direct, special, incidental, or consequential damages, including (but not limited to), damages for loss of revenue, downtime, airplane tickets, or any additional direct costs, any indirect (such as exemplary or punitive damages in jurisdictions where such damages may be assessed) or any other liabilities, obligations, rights, claims, or remedies in tort ("*responsabilità civile*"), even if the parties of Jeff Parker, EIF with Jeff Parker, LLC (d.ba. Explore in Focus™), have been advised of the possibility of such damages. In the event of cancellation or interruption of photo tours, travel events, and/or workshops, the maximum liability ("The Maximum Liability") of Jeff Parker, EIF with Jeff Parker, LLC (d.ba. Explore in Focus™) will be limited to a full refund of monies paid for said event to Jeff Parker, EIF with Jeff Parker, LLC (d.ba. Explore in Focus™).

There shall be no other warranties to any participants, whether expressed or implied, in the event of photo tours, travel events, and/or workshops' cancellation(s) or interruption(s).

Release and Indemnification

You hereby agree to release, indemnify and hold harmless Jeff Parker, EIF with Jeff Parker, LLC (d.ba. Explore in Focus™), Mary Parker, partners, directors, employees, successors, assigns, agents, and subcontractors ("The Indemnified Parties") against and from any and all liabilities, damages, losses, expenses, claims, demands, suits, fines or judgments, including (but not limited to), reasonable attorneys' fees, costs and expenses incident thereto, which may be suffered by you—the registered participant (one who had been scheduled as the beneficiary of Jeff Parker, EIF with Jeff Parker, LLC [d.ba. Explore in Focus™] service[s])—as a result of (i) injury in preparation for, during or immediately after a photo tour, travel event, workshop, and/or rendition of any services delivered by Jeff Parker, EIF with Jeff Parker, LLC (d.ba. Explore in Focus™), partners, directors, subcontractors, agents, and Mary Parker; (ii) photo tour, travel event, and/or workshop interruption or cancellation, and in the event of such interruption or cancellation only, above and beyond the Maximum Liability.

Jeff Parker, EIF with Jeff Parker, LLC (d.ba. Explore in Focus™), may refuse service to any person at its discretion and reserves the right to ask any person to leave a photo tour, travel event, and/or workshop at any time.

Agreement

By signing below you certify that you have read, understand, and agree to The Terms as disclosed and discussed in this document, titled "Explore in Focus™ with Jeff Parker: Release of Liability & General Contract Terms."

We cannot accept this form if you have made any changes to it. In order to attend and/or participate in any Jeff Parker, EIF with Jeff Parker, LLC (d.ba. Explore in Focus™) tour, travel event, and/or workshop we will need this form—signed by you—on file.

Acknowledgement

The undersigned is waiving negligence claims, gross negligence claims, personal injury claims, and mental anguish claims.

I hereby certify and swear that I have read this document, titled "Explore in Focus™ with Jeff Parker: Release of Liability & General Contract Terms" and that I agree to its terms and conditions ("The Terms"):

Signed: _____ Date: _____

Printed name of signatory: _____

If you received this via email and desire to sign electronically, the E-SIGN Act of 2000 clarifies that electronic signatures are legally binding. See <http://www.gpo.gov/fdsys/pkg/PLAW-106publ229/html/PLAW-106publ229.htm> for more info.

Jeff Parker / Explore in Focus™
EIF with Jeff Parker, LLC
P.O. Box 203, Smithville, TX 78957, USA

Thank you so much for your business!
We wish this stern & daunting form was not a necessity.