

## RELEASE AND WAIVER OF LIABILITY AGREEMENT

WHEREAS, Sun Shots Photography LLC (“Company”) is the owner/operator/sponsor of an activity that involves photography in potentially dangerous locations or under dangerous circumstances including, but not limited to, the wearing of costumes that limit sight and vision while on uneven and/or unstable surfaces (the “Activity”) and is willing to permit the individuals (the “Invitees”) signing this Agreement to participate in the Activity, upon the terms and conditions of this Agreement. All or some of the Activity may take place in public or private locations to be selected by the Company (the “Locations”). The Company and Invitees may be collectively referred to as (the “Parties”).

In consideration for being provided the ability to participate in the Activity and enter the Locations, each person signing below hereby stipulates and agrees:

**Assumption of Risk.** I understand and acknowledge that the Activity I want to participate in may be dangerous and may involve the risk that I will sustain serious injury, temporary or permanent disability, death, and/or property damage. I understand that the Activity may not be supervised and that the Company does not provide medical services. I further acknowledge that any injury I may sustain while participating in the Activity may be compounded by negligent or delayed medical service or negligent or delayed assistance by the Company. I VOLUNTARILY AND FREELY ASSUME ALL RISKS AND DANGERS THAT MAY OCCUR PURSUANT TO MY USE OF THE LOCATIONS AND PARTICIPATION IN ACTIVITIES ON THE LOCATIONS, INCLUDING THE RISK OF INJURY, DEATH, OR PROPERTY DAMAGE, EVEN IF CAUSED BY NEGLIGENCE OF THE COMPANY.

**Release from Liability.** I hereby agree, on behalf of myself, my heirs and my personal representatives, to fully and forever discharge and release Company and its affiliates, and their respective partners, agents, operators, managers, employees, and representatives (“Released Parties”) from any and all claims I may have or hereinafter have for any injury, temporary or permanent disability, death, damages, liabilities, expenses and/or causes of action, now known or hereinafter known in any jurisdiction in the world, attributable or relating in any manner to my entry upon and use of the Locations and participation in the Activity, whether caused by the negligence of the Company or any of the Released Parties or by any other reason. I acknowledge and agree that this Release and Waiver of Liability for a Potentially Dangerous Activity is intended to be, and is, a complete release, as much as allowed by law, of any responsibility of the Released Parties for all personal injuries, temporary or permanent disability, death, and/or property damage sustained by me while on or using the Locations or participating in the Activity.

**Covenant Not to Sue.** I agree, for myself and all my heirs, not to sue the Released Parties or initiate or assist in the prosecution of any claim for damages or cause of action against the Released Parties which I or my heirs may have as a result of any personal injury, death or property damage I may sustain while on or using the Locations or while participating in the Activity.

**Indemnification.** I hereby agree to defend, indemnify and hold harmless Company and the Released Parties from and against any third-party losses, damages, actions, suits, claims, judgments, settlements, awards, interest, penalties, expenses (including reasonable attorneys’ fees) and costs of any kind for any personal injury, loss of life or damage to property sustained by reason of or arising out of my use of the Locations or participation in any Activities on the Locations.

**Medical Treatment Release.** I hereby authorize the Company to secure, and I consent to, any medical treatment that may be given to me should the Company determine, in its sole discretion, that I need medical care, as a result of my being on the Locations or from participating in the Activity. I accept full responsibility for all costs related to my medical treatment, including any transport costs, and I release all parties involved from any type of liability for anything that may happen during my treatment or transport.

**Responsibility for Personal Property.** I acknowledge and agree that I am fully and solely responsible for any of my property and personal belongings that I bring onto the Locations or that I use during the Activity, and that the Company will not be responsible for or provide any security for my property and personal belongings.

**No Representations by Company.** I acknowledge that Company makes no representation as to the condition of the Locations or the safety of the Activity or any equipment either on the Locations or used in the Activity. I accept and shall use the Locations, and its equipment, in its "AS IS" condition. I acknowledge and agree that I am not relying upon any representation or statement by the Company or the Company's employees, agents, sponsors, or representatives regarding this agreement or the Locations or Activity, except to the extent such representations are expressly set forth in this agreement.

**Governing Law and Venue.** This Release and Waiver of Liability agreement will be governed by and interpreted in accordance with the laws of the State of Florida, without giving effect to the principles of conflicts of law of such state. I agree that any action arising out of this Release and Waiver of Liability agreement must be brought exclusively in any state or federal court located in Pinellas County, Florida.

**Waiver.** No waiver of any term or right in this Release and Waiver of Liability agreement shall be effective unless in writing, signed by an authorized representative of the waiving party. The failure of any party to enforce any provision of this agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this agreement thereafter.

**Survival.** Any provision of this Release and Waiver of Liability agreement providing for performance by either party after termination of this agreement shall survive such termination and shall continue to be effective and enforceable.

**Compliance with Laws.** In the performance of the terms of this Release and Waiver of Liability agreement and use of the Locations, the parties shall comply with all applicable federal, state, regional and local laws, rules and regulations.

**Severability.** If any provision or portion of this Release and Waiver of Liability agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

**Entire Agreement; Modification; Binding Effect.** This Agreement is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the parties, whether written, oral, electronic, or otherwise. No change, modification, amendment, or addition of or to this agreement shall be valid unless in writing and signed by authorized representatives of the parties. This agreement shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the parties.

I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ AND UNDERSTAND EACH OF THE ABOVE PROVISIONS AND THAT I UNDERSTAND I AM GIVING UP SIGNIFICANT LEGAL RIGHTS ON MINE, INCLUDING THE RIGHT TO SUE THE COMPANY. I ACKNOWLEDGE THAT PRIOR TO SIGNING THIS AGREEMENT I HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY TO REVIEW THIS AGREEMENT. I AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT, AND I EXECUTE THIS AGREEMENT VOLUNTARILY AND FOR ADEQUATE CONSIDERATION INTENDING TO BE FULLY BOUND.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**PARENTAL CONSENT (IF A MINOR)**

I, as parent/legal guardian of the foregoing minor, agree to all of the terms and conditions of the above release, and I personally join in and will be responsible for the warranties, representations, covenants, obligations and responsibilities set forth by the minor (i.e., releasing party) above. I sign this document to signify my agreement to all of the above terms and agree to fully hold harmless Company with respect to any claims which may be made (including any claims by the minor) as a result of the authorized exercise by any of Company of their rights hereunder.

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_