Waiver of Liability, Assumption of Risk & Indemnity Agreement

Elective/Voluntary Activities Waiver

Waiver: In consideration of participating in any way in the **Bandon Beach & Beyond** in **Oregon, USA** from **November 13 - 16, 2023**, hereinafter called "The Activity", I, for myself, my heirs, personal representative or assigns, **do hereby release, waive, discharge, and covenant not to sue** Scott Davenport Photography, hereinafter called "The Host", its officers, employees, and agents from liability from any and all claims including the negligence of The Host, its officers, employees and agents, resulting in personal injury, accidents, or illnesses (including death) and property loss arising from, but not limited to, participation in The Activity.

Assumption of Risks: Participation in The Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions 3) catastrophic injuries including paralysis and death.

☐ Initial **I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent** in The Activity. I hereby **assert that my participation is voluntary and that I knowingly assume all such risks.**

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD The Host HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in The Activity and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue**. I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

Signature of Participant	Print Name of Participant	Date	Age (if minor)

Signature of Parent/Guardian of Participant if Minor	Print Name of Parent/Guardian of Participant if Minor	Date