

Agreement, Assumption of Risk, Waiver and Release

STATEMENT OF TERMS, CONDITIONS, AND RESPONSIBILITIES: PAGE 1 OF 2 TOTAL

Acknowledgment / Assumption of Risk. Participants acknowledge that they have voluntarily applied to participate in a Photo Nomad Ventures, Inc./Santa Fe Photographic Workshops, Inc. tour, trip, workshop, seminar or program (collectively, "tour") and are voluntarily participating in the tour with knowledge that travel to the foreign countries visited on the tour presents numerous risks to participants and their property. These may include, among others: the forces of nature, civil unrest, terrorism, unfamiliar or different terrain, high elevations, climate, food and drink, hazards associated with traveling in foreign countries and/or remote areas, customs, laws, social mores, safety practices and regulations, communications, disease risks and health care. Participants further acknowledge that (1) they are responsible for understanding the conditions implied in the tour itinerary, (2) have researched the tour to their satisfaction, (3) have consulted with Photo Nomad Ventures, Inc. as they deem necessary to be fully informed about the scope and challenges of the tour, (4) recognize and understand the inherent risks of the activities surrounding the tour that they – and any minor children for which they are responsible – will engage in, (5) by signing up for the tour they have determined that the tour is appropriate to their interests and abilities and that they are in sufficiently good health to undertake the tour; and (6) they expressly warrant that they are physically and mentally capable of participating in the tour and associated activities and/or using related equipment. The undersigned participant expressly states that he/she willingly and voluntarily engages in these activities and assumes full responsibility for any and all risks of participation.

Limitations of Liability / Release. Photo Nomad Ventures, Inc./Santa Fe Photographic Workshops, Inc. is defined to include its owners, directors, officers and employees. Photo Nomad Ventures, Inc. contracts with various travel services vendors, including airlines, hotels, transportation companies, ground services providers and operators and other suppliers of travel services. These vendors are independent contractors and Photo Nomad Ventures, Inc. assumes no responsibility or liability in connection with any vendor, its agents, employees, or subcontractors for any act, error, omission, injury, loss, accident, delay, irregularity or danger to participants of any tours offered by Photo Nomad Ventures, Inc.

Without limitation, Photo Nomad Ventures, Inc./Santa Fe Photographic Workshops, Inc. is not responsible for any injury, loss, or damage to participants or their property, death, delay or inconvenience in connection with the provisions of any goods or services occasioned by or resulting from, but not limited to, the forces of nature, acts of war or civil unrest, terrorism, roads, trails, hotels, airplanes, vehicles, boats or other means of conveyance which may or may not be operated at standards common in the United States, high altitudes, lack of access to or quality of medical care, difficulty in evacuation in case of a medical or other emergency, or for any other cause. In addition, participants release Photo Nomad Ventures, Inc. from its own negligence (but not willful or fraudulent conduct) and assume all risk thereof.

Cancellation and refund policy. When cancellation of a tour is requested by the participant, the following policies apply: Initial deposits, per person, are non-refundable. 50% of the remaining balances will be refunded if written notice is received by Photo Nomad Ventures, Inc./Santa Fe Photographic Workshops, Inc. at least 100 days prior to the first day / date of the tour. For cancellations made less than 100 days prior to the first day / date of the tour, no refunds can be made. For pre or post-tour extension services, there is a 50% non-refundable deposit at the time of booking, with balances due 30 days later. 50% of these paid balances will be refunded if written notice of cancellation is received at least 100 days prior to the start date of services.

Participant: please SIGN your name here _____ DATE _____

Participant: please PRINT your name here _____

(continued)

If Photo Nomad Ventures, Inc./Santa Fe Photographic Workshops, Inc. decides to cancel a tour due to inadequate minimum enrollment, all client payments received for the land costs portion and internal / domestic flights of a tour will be fully refunded. In no case will Photo Nomad Ventures, Inc./Santa Fe Photographic Workshops, Inc. be responsible to reimburse participant's international airfare or other transportation costs, hotels, or other costs associated with travel to – and / or from – the tour destination site.

Insurance. Trip cancellation and trip interruption insurance is required by Photo Nomad Ventures Tours, Inc. (working with Santa Fe Photographic Workshops on this trip). With this insurance you can protect yourself against unforeseen circumstances that might prevent your attendance. We suggest a plan that offers coverage for medical and dental emergencies (including evacuation services), flight delays, lost baggage, missed connections, and tour cancellation or interruption due to any circumstances beyond Photo Nomad Ventures's control, such as -- but not limited to - acts of nature, political unrest, strikes, insurrection, mechanical equipment delay or failure, or the shifting rules, regulations or policies of governments, airports or airlines. Photo Nomad Ventures Inc./Santa Fe Photographic Workshops is not responsible for cancellations due to medical emergencies or reimbursement of non-refundable airline tickets in the event of a workshop cancellation.

Santa Fe Photographic Workshops is registered with Travel Insurance Services of Columbus, Ohio (www.travelinsure.com/cobrand/select/sfw) for this purpose, although you are welcome to use another travel insurance company if you prefer. Please consult with your travel insurance professional to confirm you have a policy that offers you the right coverage.

Disputes. In the unlikely event a legal dispute should arise between participants and Photo Nomad Ventures, Inc./ Santa Fe Photographic Workshops, Inc. (the "parties") involving any subject matter whatsoever, participants agree that if the parties cannot resolve the dispute then the following conditions shall apply: (a) the dispute shall first be submitted to mediation before a neutral third-party mediator in King County, Washington with both parties splitting the costs of mediation, and (b) if the mediation is not successful, the dispute shall be submitted to binding arbitration through Judicial Arbitration and Mediations Services ("JAMS") in Seattle, Washington, (c) the agreement between the parties shall be deemed to have been entered into in the state of Washington and the dispute shall be governed by Washington law; and (d) the maximum amount of recovery to which participant shall be entitled under any and all circumstances is the land cost of participant's trip with Photo Nomad Ventures, Inc./Santa Fe Photographic Workshops, Inc.

Knowing and Voluntary Execution

I, Participant: please PRINT your name here _____ have carefully read and fully understand the contents and legal ramifications of this agreement, especially noting those regarding cancellation and refund policies, responsibility borne by trip participants, and limitation of liability. I understand that this is a legally binding and enforceable contract and sign it of my own free will. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

Participant: please SIGN your name here _____ DATE _____

Please sign and date both pages and return electronically (via email) to:

Info@DavidSamuelRobbins.com