



ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT

I am aware that during any trip or tour that I am voluntarily participating in under the arrangements of Mike David Photography, a Colorado corporation, and its employees, agents and associates, certain risks and dangers exist while traveling in the United States, foreign countries, and wilderness areas in any country or territory that include without limitation the possibility of property damage, bodily injury and death. There is a possibility of accident or illness occurring without access to immediate or timely medical treatment or facilities. There is a risk of tropical or communicable diseases, food-related illnesses, the potential for personal injury and property damage or delay by forces of nature, wildlife or wildlife models, quarantine, political instability, terrorism, strikes, government restrictions or regulations change, thefts, pilferage and accidents during travel while on foot or by aircraft, train, automobile, van, bus, boat, ship or any other form of transportation.

I understand that such risks cannot be eliminated without jeopardizing the essential qualities of this trip or tour and that Mike David Photography, its employees, agents and associates assume no obligation to reduce or limit the risks inherent in travel. In consideration of, and as part payment for the right to participate in such trips, tours and/or other activities and services arranged for me by Mike David Photography, its employees, agents and associates, I have and do hereby assume all risks, and hereby indemnify Mike David Photography, its employees, shareholders, agents and associates, and hold them harmless from any and all liability, actions, causes of actions, debts, claims, and demands of every kind and nature, howsoever caused, which I now have or which may arise in connection with any of my trips or tours and participation in any activities arranged for me by Mike David Photography, its employees, agents and associates. The terms hereof shall serve as my assumption of all risks and a waiver of all claims resulting from my assumption of these risks for myself, my heirs, executors and administrators, and for all members of my family.

I assume sole responsibility for my actions on this trip or tour, including without limitation the responsibility to conduct myself in strict compliance with all laws, regulations and ordinances of any kind in the countries, states, municipalities or localities visited on the trip or tour. I agree to indemnify and hold Mike David Photography, its employees, agents and associates harmless from any liability for my actions while on the trip or tour.

If Mike David Photography or anyone acting on its behalf, is required to incur attorney's fees and costs to enforce this agreement or to defend against claims arising out of my actions while on the trip or tour, I agree to indemnify Mike David Photography and hold it harmless for all such fees and costs. In the event a lawsuit is filed, I agree that the sole remedy that I may seek is limited to reimbursement of the trip or tour fee and that in no event may a claim for incidental, consequential or punitive damages be brought with regard to this agreement or the performance of this agreement. Any lawsuit arising out of

this agreement or the performance of this agreement must be brought in the County of Adams in the State of Colorado. I agree that the substantive law of that state shall apply in that action without regard to the conflict-of-law rules of that state.

If any part, article, paragraph, sentence or clause of this Agreement is not enforceable, the affected provision shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, and the remainder of the Agreement shall continue in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Mike David Photography, its employees, shareholders, agents and associates, on the basis of any and all claims from which I have agreed to hold them harmless.

I have had sufficient time to read this entire document, I have read and understood it, and I agree to be bound by its terms.

Signature:_____

Print Name:_____

Signature Date:_____

Thank you for joining us! Please review and sign this form. Mail to Mike David Photography, 9850 Wolff Ct., Westminster, CO 80031