

JACK GRAHAM PHOTOGRAPHY WORKSHOPS,  
FUJI 'X' PHOTO WORKSHOPS & ULTIMATE PHOTO WORKSHOPS

## **TERMS and CONDITIONS & ACKNOWLEDGEMENT of RISK**

[WEBSITE](#)

[EMAIL](#)

OFFICE: 503 . 625 . 1430

Thank you for choosing a Jack Graham Photography Workshop. Everything you need to know about our workshop Terms & Condition and the Acknowledgment of Risk are included here. *Please read this document thoroughly.*

Thank you! ~ Jack Graham

### **TERMS and CONDITIONS**

**REGISTRATION:** A deposit and completed **Registration Form (and acceptance of the Acknowledgement of Risk)** is required for each Jack Graham Photography Workshop.

#### **DEPOSITS**

**Domestic Workshops:** Initial \$300 Deposit is required. Balance is due 4 weeks before the event.

**International Workshops:** Deposits vary - Please refer to individual workshop information. Final payment of the total trip fee is due 60 days prior to departure.

#### **PAYMENTS**

All prices are stated in US dollars. Payments must be paid in US dollars. We accept Visa, MasterCard or PayPal. A 2% allowance for final payments (international workshops only) will be applied if paid by check. Trip deposits are non-refundable and non-transferable.

#### **CANCELLATIONS AND REFUNDS**

We must receive written notice of your cancellation, at which time cancellation fees in the following amounts apply:

**If Written Cancellation is received:**

90 + days before the start of the workshop: 100% of the deposit is refunded.

89 to 46 days prior to the start of the workshop: 50% of the deposit is refunded.

45 or fewer days before the start of the workshop: \$100 of the entire trip cost.

No partial refunds are made for unused portions or services of a trip for any reason whatsoever. Trip extensions and independent travel arrangements are the responsibility of the attendee. Cancellation fees are not transferable.

A 5% service fee will be deducted from all refunded deposits (5% from the deposit total, not the workshop cost)

Our obligations to the instructors, travel partners, and workshop assistants dictate that no refund of payments will be made to you if you do not notify us of your withdrawal at least 30 days before the start of the workshop. No refund of fees will be made for no-shows or for withdrawal after the workshop begins.

## WORKSHOP DISCOUNTS

These discounts apply **ONLY** to Jack Graham Photography Workshops and FUJIFILM "X" Photo WORKSHOPS conducted in the lower 48 states of the USA. They do NOT apply to workshops conducted away from the 48 states as well as International locations and workshops Jack Graham may conduct for other companies. They also do not apply to individual one on one workshops conducted by Jack Graham.

1. 10% Discount for returning attendees
2. 10% Discount for registrations and deposits for the coming year received no later than Jan 1<sup>st</sup> of that year

### 3. TRIP INSURANCE

Consider purchasing travel investment and purchase a trip insurance policy that includes emergency evacuation coverage. A trip insurance recommendation will be sent to you upon registration.

### 4. HEALTH CONSIDERATIONS

Itineraries and schedules for Jack Graham Photography Workshops are developed for average people in good health. Some of these trips require a bit more hiking over uneven ground than others, while carrying camera equipment. If you have questions or concerns about your fitness regarding a workshop, please let our office know before reserving your spot. We'll answer you honestly. Part of the registration requires that you do know of any physical or other conditions that would create any risk for you or others during our workshop. We reserve the right to request a doctor's statement of good health.

Although we will always be of assistance should the need occur, we assume no responsibility for medical care or for special dietary requirements. We do ask for dietary needs but cannot guarantee these needs are confirmed for our time together on our workshops. Many of our workshops are in remote locations. Attendees requiring special food items are encouraged to bring their own.

### 5. PRE WORKSHOP INFORMATION

Registered attendees will receive two and sometimes more emails before the trip departs. These will contain **Pre workshop information**: information such as weather, what to bring, what to be prepared for, meeting instructions, hotel accommodations, travel during the workshop, and more. Please feel free to contact us in our office for other concerns not addressed in these emails.

## INCLUDED within WORKSHOPS

### DOMESTIC WORKSHOPS (unless otherwise stated)

- No more than 7:1 expert photographic instruction
- Discounts as outlined below
- Syllabus of topics discussed and more during the workshop

### **INTERNATIONAL WORKSHOPS (unless otherwise stated)**

- All transportation after you arrive in the destination (within the location) and transportation back to the departing airport/train station etc.
- Breakfast & Dinner as well as hotel accommodations (double rooms unless stated) starting from the first night of the workshop through the final night of the workshop. Single room premium cost will be made available.
- All travel during the workshop (i.e. bus, van, car, trains, other flights, etc.)

### **NOT INCLUDED within WORKSHOPS**

### **DOMESTIC WORKSHOPS (unless otherwise stated)**

- Travel to and from location
- Travel during the Workshops (Carpooling encouraged)
- All Food & Lodging
- Laundry
- Trip Cancellation Insurance
- Tips
- Alcohol
- Cost of Medical Issues

### **INTERNATIONAL WORKSHOPS (unless otherwise stated)**

- Flight costs into and out of location
- Passports and Visas
- Trip Cancellation Insurance
- Any hotel cost(s) prior to or after the workshop
- Lunches or additional items (snacks, etc.)
- Laundry
- Alcohol
- Tips
- Gifts
- Cost of Medical issues

## **IMPORTANT NOTICE**

**A completed Registration Form must be received by each participant to be considered registered. The Acknowledgement of Risk and Terms of Conditions must also be agreed to on the Registration form. No modification to these forms will be accepted.**

*Should Jack Graham, Jack Graham Photography LLC or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, the enrolling trip participant(s) agree(s) to indemnify and hold them harmless for all such fees and costs. In the event a lawsuit is filed, the enrolling participant(s) agree(s) to do so solely in the County of Pierce in the State of Washington.*

## ACKNOWLEDGEMENT OF RISK

In consideration of the services of, Jack Graham and Jack Graham Photo Workshops their officers, agents, employees, and stockholders, and all other entities associated with those businesses hereinafter collectively referred to as "Jack Graham Photo Workshops", I agree as follows:

Although Jack Graham Photo Workshops has taken reasonable steps to provide me with appropriate equipment and skilled guides so I can enjoy an activity for which I may not be skilled, Jack Graham Photo Workshops has informed me this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to my equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. Jack Graham Photo Workshops does not want to frighten me or reduce my enthusiasm of this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks. The following describes some, but not all, of those risks.

(Description of some but not all risks): There is a possibility of an accident or illness occurring in remote places and that food related illnesses could occur without access to immediate or timely medical treatment or facilities. There is a possibility for personal injury or property damage by wildlife or forces of nature during the workshop or while traveling to and from and during the workshop by bus, train, airplane or other vehicles.

I am aware that Jack Graham Photo Workshops entails risks of injury or death to any participant. I understand the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risks.

I acknowledge that engaging in this activity may require a degree of skill and knowledge different than other activities and that I have responsibilities as a participant. I acknowledge that the staff of Jack Graham Photo Workshops has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

I certify that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including all minor children in my care, custody, and control, for bodily injury, death or loss of personal property and expenses as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and, as a result of my negligence in participating in this activity.

I have carefully read, clearly understood and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon me, my heirs, assigns, personal representative and estate and for all members of my family, including minor children.

**Marking the checkbox on the Registration Form that you have agreed to the Acknowledgement of Risks and Terms & Conditions contained in this document will serve as a signature.**