**PHOTO-SAPIENS / EIC WITH JUAN BAHAMÓN AND DANIEL ZDONCZYK, LLC: RELEASE OF LIABILITY & GENERAL CONTRACT OF TERMS**

Please read this form, titled, “Photo-Sapiens with Juan Bahamón and Daniel Zdonczyk, Release of Liability & General Contract of Terms” (“The Terms") carefully.

The Terms serve as your contract for all services provided by Juan Bahamón and Daniel Zdonczyk, EIF with Juan Bahamón and Daniel Zdonczyk, LLC (d.b.a Photo-Sapiens), located in Bexar County, Texas, USA, and for any other services that you—the photo tour, travel event, and/or workshop participant—are receiving in regards to any tours, tour services, travel services, workshops, and/or workshop services organized by Juan Bahamón and Daniel Zdonczyk, EIF with Juan Bahamón and Daniel Zdonczyk, LLC (d.ba. Photo-Sapiens) and/or its agents and suppliers.

Participation in any services offered by Juan Bahamón and Daniel Zdonczyk, EIF with Juan Bahamón and Daniel Zdonczyk, LLC (d.ba. Photo-Sapiens) and/or its suppliers constitutes consent on your behalf and agreement to The Terms specified herein.

**Liability Waiver and Limitation, Assumption of Risk**

As organizers of photo tours, travel events, and/or workshops, Juan Bahamón and Daniel Zdonczyk, EIF with Juan Bahamón and Daniel Zdonczyk, LLC (d.ba. Photo-Sapiens) may include services not supplied directly by Juan Bahamón and Daniel Zdonczyk, EIF with Juan Bahamón and Daniel Zdonczyk, LLC (d.ba. Photo-Sapiens). Such services may include tour guides, boat rides, meals, lodging, ground transportation, etc. ("Travel Services").

Juan Bahamón and Daniel Zdonczyk, EIF with Juan Bahamón and Daniel Zdonczyk, LLC (d.ba. Photo-Sapiens) will not be responsible for any supplier failure to comply with any laws, breach of contract, or any negligent or intentional actions or omissions which have as a result any injury, loss, delay, damage or inconvenience to you, the participant, or your property and/or camera equipment in any tours, workshops, or other services provided directly or indirectly by Juan Bahamón and Daniel Zdonczyk, EIF with Juan Bahamón and Daniel Zdonczyk, LLC (d.ba. Photo-Sapiens) his partners, directors, employees or subcontractors.

Additionally, Juan Bahamón and Daniel Zdonczyk, EIF with Juan Bahamón and Daniel Zdonczyk, LLC (d.ba. Photo-Sapiens) will not be responsible for any losses, damages or injury caused before, during, or after any photo tours, travel events, and/or workshops because of any reason including but not limited to acts of God, public enemy, war, social unrest, labor strikes or disputes, terrorist activity, fire, flood, explosion, riot, unavailability of equipment, any act or order of any governmental authority or agency or instrumentality thereof, bad weather, mechanical failures or problems, diseases, unforeseen developments, actions, or any other causes, events or conditions outside of its control (Force Majeure).

Any delay or failure in the performance by Juan Bahamón and Daniel Zdonczyk, EIF with Juan Bahamón and Daniel Zdonczyk, LLC (d.ba. Photo-Sapiens) shall be excused if and to the extent caused by the occurrence of a Force Majeure.

For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of Juan Bahamón and Daniel Zdonczyk, EIF with Juan Bahamón and Daniel Zdonczyk, LLC (d.ba. Photo-Sapiens), his partners, directors, employees or subcontractors.

Photo tour, travel event, and/or workshop participants and any others traveling with Juan Bahamón and Daniel Zdonczyk, EIF with Juan Bahamón and Daniel Zdonczyk, LLC (d.ba. Photo-Sapiens) and/or anyone participating in any activities with Juan Bahamón and Daniel Zdonczyk, EIF with Juan Bahamón and Daniel Zdonczyk, LLC (d.ba. Photo-Sapiens) agree to voluntarily assume all risks involved with his/her/their travel and participation, whether foreseeable or unforeseeable. These risks include (but are not limited to) medical disruptions and a participant not being able to begin, continue or complete travel because of a personal circumstance and/or a medical emergency.

Participants agree that, in the case of injury or illness, Juan Bahamón and Daniel Zdonczyk, EIF with Juan Bahamón and Daniel Zdonczyk, LLC (d.ba. Photo-Sapiens) may, but will not be obligated to, at a cost to the participant, arrange medical treatment and/or emergency transportation and/or evacuation services, such as Juan Bahamón and Daniel Zdonczyk, EIF with Juan Bahamón and Daniel Zdonczyk, LLC (d.ba. Photo-Sapiens) his employees, partners, directors, and/or subcontractors deem essential for the participant's safety.

Juan Bahamón and Daniel Zdonczyk, EIF with Juan Bahamón and Daniel Zdonczyk, LLC (d.ba. Photo-Sapiens) reserves the right to cancel photo tours, travel events, and/or workshops at any time and for any reason. In the case that Juan Bahamón and Daniel Zdonczyk, EIF with Juan Bahamón and Daniel Zdonczyk, LLC (d.ba. Photo-Sapiens) cancels a photo tour, workshop, or other scheduled event, Juan Bahamón and Daniel Zdonczyk, EIF with Juan Bahamón and Daniel Zdonczyk, LLC (d.ba. Photo-Sapiens) is only responsible for refunding the cost of the event (minus any funds for services already rendered to a participant or amounts still owed to Juan Bahamón and Daniel Zdonczyk, EIF with Juan Bahamón and Daniel Zdonczyk, LLC (d.ba. Photo-Sapiens) by a participant for prior events) to registered participants and only registered participants. Unless cancellation, actions or omissions are the product of Juan Bahamón and Daniel Zdonczyk, EIF with Juan Bahamón and Daniel Zdonczyk, LLC (d.ba. Photo-Sapiens)'s gross negligence or willful misconduct ("colpa grave o dolo "), in no event shall Juan Bahamón and Daniel Zdonczyk, EIF with Juan Bahamón and Daniel Zdonczyk, LLC (d.ba. Photo-Sapiens), partners, directors, employees, affiliates, agents or subcontractors of Juan Bahamón and Daniel Zdonczyk, EIF with Juan Bahamón and Daniel Zdonczyk, LLC (d.ba. Photo-Sapiens), (“The Parties”) be liable for any loss or damages caused by, or due to any interruption or cancellation of photo tours, travel events, and/or workshops, including (but not limited to) any direct, special, incidental, or consequential damages, including (but not limited to), damages for loss of revenue, downtime, airplane tickets, or any additional direct costs, any indirect (such as exemplary or punitive damages in jurisdictions where such damages may be assessed) or any other liabilities, obligations, rights, claims, or remedies in tort ("responsabilità civile "), even if the parties of Juan Bahamón and Daniel Zdonczyk, EIF with Juan Bahamón and Daniel Zdonczyk, LLC (d.ba. Photo-Sapiens), have been advised of the possibility of such damages.

In the event of cancellation or interruption of photo tours, travel events, and/or workshops, the maximum liability ("The Maximum Liability") of Juan Bahamón and Daniel Zdonczyk, EIF with Juan Bahamón and Daniel Zdonczyk, LLC (d.ba. Photo-Sapiens) will be limited to a full refund of monies paid for said event to Juan Bahamón and Daniel Zdonczyk, EIF with Juan Bahamón and Daniel Zdonczyk, LLC (d.ba. Photo-Sapiens).

There shall be no other warranties to any participants, whether expressed or implied, in the event of photo tours, travel events, and/or workshops’ cancellation(s) or interruption(s).

**Release and Indemnification**

You hereby agree to release, indemnify and hold harmless Juan Bahamón and Daniel Zdonczyk, EIF with Juan Bahamón and Daniel Zdonczyk, LLC (d.ba. Photo-Sapiens), partners, directors, employees, successors, assigns, agents, and subcontractors (“The Indemnified Parties") against and from any and all liabilities, damages, losses, expenses, claims, demands, suits, fines or judgments, including (but not limited to), reasonable attorneys' fees, costs and expenses incident thereto, which may be suffered by you—the registered participant (one who had been scheduled as the beneficiary of Juan Bahamón and Daniel Zdonczyk, EIF with Juan Bahamón and Daniel Zdonczyk, LLC [d.ba. Photo-Sapiens] service[s])—as a result of (i) injury in preparation for, during or immediately after a photo tour, travel event, workshop, and/or rendition of any services delivered by Juan Bahamón and Daniel Zdonczyk, EIF with Juan Bahamón and Daniel Zdonczyk, LLC (d.ba. Photo-Sapiens), partners, directors, subcontractors, agents, and Mary Parker; (ii) photo tour, travel event, and/or workshop interruption or cancellation, and in the event of such interruption or cancellation only, above and beyond the Maximum Liability.

Juan Bahamón and Daniel Zdonczyk, EIF with Juan Bahamón and Daniel Zdonczyk, LLC (d.ba. Photo-Sapiens), may refuse service to any person at its discretion and reserves the right to ask any person to leave a photo tour, travel event, and/or workshop at any time.

**Agreement**

By signing below, you certify that you have read, understand, and agree to The Terms as disclosed and discussed in this document, titled “Photo-Sapiens with Juan Bahamón and Daniel Zdonczyk as well the document COVID and Health Issues published in our website [www.photo-sapiens.net](http://www.photo-sapiens.net) :

We can not accept this form if you have made any changes to it. In order to attend and/or participate in any Juan Bahamón and Daniel Zdonczyk, EIF with Juan Bahamón and Daniel Zdonczyk, LLC (d.ba. Photo-Sapiens) tour, travel event, and /or workshop we will need this form signed by you—on file.

Acknowledgement

The undersigned is waiving negligence claims, gross negligence claims, personal injury claims, and mental anguish claims.

I hereby certify and swear that I have read this document, titled “Photo-Sapiens with Juan Bahamón and Daniel Zdonczyk and that I agree to its terms and conditions

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: ­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed name of signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If you received this via email and desire to sign electronically, the ESIGN Act of 2000 clarifies that electronic signatures are legally binding.

See http://www.gpo.gov/fdsys/pkg/PLAW-106publ229/html/PLAW-106publ229.htm for more info.

Juan Bahamón and Daniel Zdonczyk / Photo-Sapiens
EIF with Juan Bahamón and Daniel Zdonczyk, LLC
24345 Wilderness Oak Apt. 5310

San Antonio, Texas USA

Thank you so much for your business!

We wish this stern & daunting form was not a necessity.