

BIRDS AS ART Instructional Photo-Tour or Cruise/Registration Form

Name of tour: _____

Dates of tour: _____

Name: _____

Address: _____

Email address: _____

Home phone: _____

Work Phone: _____

Cell phone: _____

BIRDS AS ART Instructional Photo-Tours and Cruises are within the capabilities of average people in good health. Some of these trips require the capability of walking for several miles over uneven trails and occasionally stepping from a small boat onto wave washed rocks all while carrying an assortment of camera equipment. If you have concerns about your own capabilities and/or fitness as it relates to a trip, please contact us before sending your deposit check. By forwarding a signed registration form with your trip deposit you certify that you do not knowingly have any physical or other conditions of disability that would create a risk for you or other trip participants. We reserve the right to request a doctor's statement of good health. The trip leader's judgment shall provide the ultimate determination of an individual's ability to embark upon or to continue on a given trip. Once a trip has been confirmed, medical circumstances will not be considered as exceptions to our cancellation policy. Though we will be glad to request that your dietary needs be met, we can assume no responsibility for special dietary requirements or for medical care.

We strongly urge you to purchase travel insurance especially for expensive international trips. While we all assume that we will be fine, health and family emergencies do arrive unexpectedly. You may wish to consider using TIS: <http://www.travelinsure.com/what/selecthigh.asp?32940>. Do know that many policies must be purchased within two weeks of our cashing your deposit check.

Please initial page one here: _____

In the same vein, it is equally if not more important that you purchase medical evacuation insurance for all international trips. You can purchase \$100,000 of coverage from a reputable company for only \$75 (or \$99 per family) annually here: <http://my.travelinsure.com/MedEvacU/Content.aspx?id=JwojZmKpDIY%3d>

Emergency Contact Information

Name: _____

Relationship to you: _____

City, State (Province), and Country: _____

Home phone: _____

Work Phone: _____

Cell phone: _____

Arthur Morris/BIRDS AS ART and/or their Agents act only as agents for the participant in regard to travel including, but not limited to, photographic sessions and instruction, sightseeing, meals, lodging, transportation, and all other services whether by railroad, motorcar, motor coach, boat, ship or aircraft and they assume no liability for injury, damage, loss, accident, delay or irregularity which may be occasioned either by reason of defect in any vehicle or for any reason whatsoever, or through the acts or default of any company or person engaged in conveying the passenger or in carrying out the arrangements of the trip.

They can accept no responsibility for losses or additional expenses due to delay or changes in air or other services, sickness, weather, strike, war, quarantine or other causes. All such losses or expenses will have to be borne by the passenger, as trip fees provide for arrangements only for the times and locations stated. The transportation of baggage and photography gear is at the owner's risk entirely. The right is reserved to substitute hotels of similar category for those indicated and to make any changes in the itinerary or transport where deemed necessary or caused by changes in air schedules or equipment substitution.

Please initial page two here: _____

A Release and Assumption of Risk form must be signed by each participant prior to the commencement of the trip. Participation by any trip member will be declined in absence of the signed release of liability form. No modification to the terms of the Release and Assumption of Risk form will be accepted. Should Arthur Morris/BIRDS AS ART 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 Polk in the State of Florida. Your payment of the initial deposit shall be deemed to constitute consent to the conditions above.

I have had sufficient time to read pages 1-3 of this document in its entirety. I have read and understood it, and I agree to be bound by its terms. I have initialed pages 1 and 2.

Print Name: _____

Signature: _____

Date: _____

Please continue on to the Release and Assumption of Risk and note that it requires a second signature. Thank you.

RELEASE AND ASSUMPTION OF RISK

I am aware that during any trip or tour that I am voluntarily participating in under the arrangements of Arthur Morris/BIRDS AS ART, a Florida-based sole-proprietorship, 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 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 other conveyance. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of any trip or tour. 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 Arthur Morris/BIRDS AS ART and its employees, agents and associates, I have and do hereby assume all risks, and hereby release Arthur Morris/BIRDS AS ART and its employees, agents and associates and will 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 of or in connection with any of my trips or tours and participation in any activities arranged for me by Arthur Morris/BIRDS AS ART and its employees, agents and associates.

Should Arthur Morris/BIRDS AS ART and its employees, agents and associates, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify them and hold them harmless for all such fees and costs. In the event a lawsuit is filed, I agree to do so solely in the County of Polk in the State of Florida and further agree that the substantive law of that state shall apply in that action without regard to the conflict-of-law rules of that state. The terms hereof shall serve as a release and assumption of all risk for me, my heirs, executors and administrators, and for all members of my family.

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 Arthur Morris/BIRDS AS ART and its employees, agents and associates, on the basis of any and all claims from which I have released them.

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.

Print Name: _____

Signature: _____

Date: _____

