

RESERVATION FORM
CATHERINE KARNOW SIGNATURE PHOTO WORKSHOPS
ITALY WORKSHOP | MAY 8 - 17, 2020

Thank you for joining our Photo Workshop in Umbria!

The price for the workshop is:

Double room \$5300

Please note: If no other participants are available to share a room, single room prices will apply. Double room pricing is on a first come first served basis.

Single supplement \$600

_____ I am a previous Vietnam, Vietnam/Cambodia, South India, and/or Italy Photo Workshop guest (take 10% off workshop price)

Pay by Check: Mail a bank check in U.S. dollars payable to **Flower Productions LLC**, along with this reservation form to:

Catherine Karnow
737 Alta Vista Road
Mill Valley, CA 94941

_____ Enclosed is my check for full payment

_____ Enclosed is my check for the deposit of \$1100

_____ Enclosed is a signed Terms and Conditions of Participation

Upon receipt of payment in full and the signed Terms and Conditions of Participation, you will receive a confirmation of your reservation via email. Your deposit of \$1100 guarantees your spot in the workshop until December 1, 2019, at which time, full payment is due.

Would you like a single room _____ or double room _____

If reserving a double room, please choose:

I will share a room with _____

_____ I would like a roommate assigned if available.

Please note: As a condition of acceptance of any application, each applicant must pay the deposit or full tuition by the applicable due dates. Reservations will not be confirmed until Provider receives payment in full as well as a signed Terms and Conditions of Participation. The undersigned has read the description of activities set forth in Provider's promotional materials and/or website, and is interested in becoming a Participant.

Name _____

Signature _____ Date _____

**TERMS AND CONDITIONS
ITALY PHOTO WORKSHOP
MAY 8 - 17, 2020**

As a condition of acceptance of any Reservation for our Workshops, each applicant must agree to and sign the statement set forth below. By signing below, the applicant affirms he/she has read the itinerary of activities for the Workshop as well as the Terms and Conditions of Participation set forth below, and recognizes and accepts any risks thereof. The undersigned also understands and hereby agrees for himself/herself as well as his/her dependents, heirs, executors, and administrators, and assigns to abide by and accept the conditions set forth under the Terms and Conditions below, and to release and hold harmless the Workshop Provider, its tour operators and any of their officers, trustees, agents, licensees or representatives from any and all liability for delays, injuries, or death, or for the loss of or damage to his or her property however occurring during any portion of, or in relation to, the above indicated tour. By signing below, the undersigned has carefully read, understood and agrees to the Terms and Conditions. By submitting the Reservation Form, Signed Terms and Conditions of Workshop Participation and payment, you express your intent to participate in the Workshop.

TERMS AND CONDITIONS OF WORKSHOP PARTICIPATION

Parties

This agreement is between you ("Participant") and Flower Productions, LLC, a California Limited Liability Company whose principal place of business is 737 Alta Vista Road, Mill Valley, 94941, California ("Provider"). Any officers and employees of Provider will be identified as representatives of Provider. Provider also uses the services of a number of third party vendors to provide transportation (including Fiat cars, taxis, fishing boats, vans, rental cars, and bicycles), lodging, and food services ("Third Parties") who are in no way employed, associated or affiliated with Provider. Provider does not own or operate any of the accommodations, services, or facilities used, but merely arranges the use of these services as an agent of Participant. All Third Parties are independent contractors who are not agents, employees or affiliates of Provider and over whom Provider has no control.

Scope of Services

The Workshop is designed to expose and teach amateur and professional photographers the craft of learning to photograph people, architecture, scenics, details, still lifes, and any number of other objects and subjects in the real world. Renowned professional photographers teach the Workshop. The Workshop involves excursions around villages, towns, and the countryside. These excursions are designed to give you the real-life experience of a photographer, improve your shooting skills on location while exploring light, composition, details, action/motion, food, and people photography. The activities included are listed on the Workshop website. Unless otherwise expressly indicated by Provider in writing, any other excursions or other tours that you book on your own during the Workshop are not a part of the Workshop. For any such excursion or tour, your contract will be with the operator of the excursion or tour and not with Provider. Provider is not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the Third Party.

Reservation and Payment Schedule

Application: Early reservation is suggested, as space is limited. Reservations are guaranteed once Provider receives all of the following from the prospective Participant:

1) a complete Workshop application, 2) affirmation of review and agreement to the Terms and Conditions of Workshop Participation set forth herein, 3) deposit in full, 4) full payments are due on or by December 1, 2019. Participant shall send Reservation forms, signed Terms and Conditions, and payments to Provider at 737 Alta Vista Road, Mill Valley, California 94941 no later than December 1, 2019, unless discussed with Provider. If client signs up later than December 1, 2019, full payment is due upon registration. Payment shall be in United States currency. For clients coming from outside of the United States, payment must be with a money order in United States currency at the rate of exchange applicable at the time full payment is made, or a wire transfer, with an additional \$45 transfer fee. Provider does not accept credit card payments. Upon receipt of your deposit or payment in full, Provider will send you a confirmation. Participant will receive information by email with details on itinerary, transfers, important information, recommended equipment, and dress, etc. You understand and agree that by submitting your application, you will be bound by the terms and conditions of the Workshop as set forth herein. If you act on behalf of a business or organization, you represent and warrant that you have the authority to bind that business organization to these terms and your agreement to these terms will be treated as the agreement of the business or organization.

Pricing: The quoted price of the Workshop as stated on the Workshop website includes tuition to Workshop courses and course material, accommodations in a double room or a single room; and all meals and activities listed under “What’s Included” on the website. The quoted price is based on current costs and foreign exchange rates and is therefore subject to change. Due to changes in exchange rates, fuel costs, supplier costs and taxes, Provider reserves the right to alter the price shown in any marketing material, including Provider’s website, not to exceed a five per cent increase. Provider will inform you of any such changes prior to finalizing your reservation. Receipt of full payment guarantees your cost and will not be subject to the above-stated price increase. The Workshop is not responsible for any other expenses incurred by you in: 1) preparing to attend the Workshop including airfare and other transportation to and from the location of the Workshop, hotel and travel expenses for places and times outside the scope of the Workshop; 2) photography equipment and supplies; 3) souvenirs, laundry, local, domestic or long-distance telephone calls 4) snacks and meals not listed in the Website description and/or itinerary; 5) tips to guides, drivers, food services, hotel services during the Workshop.

Deposits: Participant may hold a spot for the Workshop upon payment of a deposit of \$1100.00 U.S. dollars, until December 1, 2019, after which date, Participant forfeits the spot unless he/she pays in full, as well as an additional \$500 processing fee. Full payment is due on or by December 1, 2019. Guaranteed reservations and pricing are confirmed only upon payment in full and submission of a signed Terms and Conditions form. Failure to strictly comply with the deposit and final payment schedules, or any other applicable policies and procedures, will result in the possible cancellation of pending reservations and forfeiture of the deposit amount.

Limitations and Release of Provider Liability

True photojournalism often requires immersing oneself in the everyday life of the subject of the shoot. Therefore, the Workshop will involve activities that can be potentially dangerous. Some of these activities may include being driven in small Fiats; going out in fishing boats; walking on uneven village paths, and up/down steep steps; crossing the street; and participating in crowded festivals. Appropriate footwear is necessary.

1. Participant acknowledges that he/she is informed and understands there are significant risks and dangers involved with such activities. By registering for this Workshop, Participant affirms he/she has read the itinerary of activities for the Workshop as described in the Workshop website, asked Provider any questions that he/she may have about these activities, and accepts any risks thereof. By booking this Workshop, Participant agrees to assume all risks including negligence of Provider and/or Third Parties and agrees to release and indemnify Provider for any and all claims. Participant further stipulates and agrees in consideration of monies paid, agreements contained in this document, and participation in Provider’s workshop, to completely release, acquit, and forever release and discharge Provider, personal representatives, employees, officers, successors, heirs and assigns of and from any and all actions, claims, demands, obligations causes of action, damages, costs, loss of service, expenses and attorney fees, and compensation of any kind or nature whatsoever on account of or in any way growing out of any Workshop activities for any injury, loss of property, property damage, illness, paralysis or death, loss of consortium, emotional distress, loss of companionship, loss of income, occurring to Participant or Participant’s guests during the Workshop whether based on tort, contract, or any other theory of recovery, including negligence, of Provider;
2. Provider is not responsible for any personal belongings left behind, lost, damaged or stolen during the Workshop or thereafter;
3. Provider is not responsible for the actions of Third Parties including those Provider uses as guides, drivers, servers and like for any negligence, breach of contract, breach of duty or for any accidents or injuries that occur while Participant is engaged with a Third Party. Participant further agrees to release and hold harmless Provider and any of its officers, trustees, agents, licensees or representatives from any and all liability for delays, injuries, or death, or for the loss of or damage to his or her property however occurring during any portion of, or in relation to, the Workshop;
4. Provider is not responsible for problems Participant may have due to travel delays, restrictions or cancellations, medical problems, custom regulations, natural disasters, acts of terrorism, acts of war, or actions of any other carriers. Provider is not responsible for airline accidents or loss of luggage. Participants expressly agree to hold harmless and release from liability Provider, its tour operators and other associated agents and agree they have no control over and are not responsible for cancellations and or losses caused by accidents, loss, detention, annoyance, sickness, loss of enjoyment, upset or disappointment, weather, delays and expenses arising from the same; strikes, armed conflict, force majeure, failure of transportation to arrive or depart as scheduled, quarantines, disturbances, restrictions or regulations, discontinuance of advertised schedules, refusals to issue visas, and other causes over which we have no control. The Workshop shall not be liable, directly or indirectly, for any injury, death or damage for any reason whatsoever, including but not limited to acts of God, detention, war, quarantine, weather, terrorism, civil disturbance, strike, changes in government regulations, airline.

Participant’s Responsibilities and Warranties

Participant understands and hereby agrees for and on behalf of Participant and Participant’s dependents, heirs, executors, and administrators, and assigns to abide by the Responsibilities listed in this section.

1. Participants must arrange their own travel to and from the starting point of the Workshop. Participant is responsible for ensuring such travel arrangements.
2. Participants must arrange and carry valid and current travel documents appropriate for the location of the Workshop.
3. Provider requires that Participant provide his/her own travel insurance, including trip cancellation insurance
4. The Workshop activities require a certain degree of physical fitness. It is the Participant's responsibility to ensure that he/she has the level of fitness and health to participate in these activities. Participant warrants and represents he/she has no medical problems that might interfere with Participant's participation in Provider's program. Participant further warrants and represents that he/she has fully disclosed to Provider any and all health and/or medical conditions which may affect Participant's participation as well as made arrangements for any and all medications which Participant may need for participation in Workshop activities;
5. Participant warrants and represents that he/she has obtained adequate medical/disability/life insurance or other monies to cover losses to himself/herself;
6. Participant agrees and affirms that any medications are legal and are prescribed to Participant;
7. Participant acknowledges that participation in Workshop activities is voluntary and involvement is done with full knowledge of the activities and the risks involved.
8. Participant acknowledges Provider retains the right to refuse service if Provider feels that Participant is physical unable to continue with planned activity or is affecting the participation of other workshop guests.

Participant stipulates and agrees to fully indemnify and hold forever harmless Provider from:

1. Any action, claim, demand, obligation, cause of action, damages, costs, loss of service, expenses, and compensation of any kind or nature whatsoever brought by any other Participant or other Third Party against Participant arising out of any actions of Participant and/or Participant's guest or family member accompanying Participant during or in relation to the Workshop; and
2. Any and all claims, demands or actions which may hereinafter or at any time be made or brought against Provider by any person or entity who has made, or agreed to make payments on Participant's behalf for any medical expenses or any other obligations incurred by Participant as a result of property damage, bodily and personal injuries, illness, paralysis and or death to Participant or any members of Participant's family arising out of Provider's activities.

Use of Likeness and Intellectual Property Rights

As this is a photography Workshop, it is educational in nature and it is likely that your personality, photographs and images will be captured in the photographs of other Workshop participants and/or Provider. By participating in the Workshop, Provider will assume you agree to have your picture taken and used by any other Participant and/or Provider including in Provider's promotional materials, unless Participant otherwise notifies Provider in writing prior to the Workshop start date. Furthermore, Participant hereby agrees to indemnify and hold harmless Provider for any claims arising out of any subject matter contained in any of Participant's photographs, including any claims for violation of any and all intellectual property rights.

Provider Policies on Cancellations, Terminations and Refunds

Cancellations: All cancellations by Participant must be in writing. In the event Participant cancels the workshop for any reason, the terms under Refunds below apply. In the unlikely event that Provider cancels for a medical, family emergency, or a similar catastrophe, Participant will not receive a refund. However, Participant will receive a full credit for a future workshop. It is highly recommended that Participant purchase travel insurance, such as travelguard.com or similar.

Refunds: Refunds will only be issued in the event that your travel insurance policy does not reimburse you. In order to receive the refunds below, Participant must provide proof to Provider of travel insurance paperwork. In the event that Participant's insurance does not cover the cancellation, the following policy applies:
Cancellations received before January 1, 2020: 100% of Workshop Price refunded minus \$500 processing fee.
Cancellations received between January 2, 2020 – February 1, 2020: 50% of Workshop Price minus \$500 processing fee.
Cancellations received after February 1, 2020: No Refund.

Terminations: Provider reserves the right to terminate Participant's contract and remove from the Workshop at any time without a refund any Participant and/or guest of Participant who is engaged in illegal or disruptive behavior as deemed by Provider.

Jurisdiction and Venue

This contract is deemed to have been executed in San Francisco, California in the United States of America. It

shall be construed and enforced in accordance with and governed by the laws of the State of California without regard to conflicts of law principals. Any dispute, claim, or other matter arising under this contract, or arising from activities of the Workshop, shall be governed by California law and the laws of the United States. The parties hereto expressly agree to be subject to personal jurisdiction in California and venue in San Francisco, California. The application of UCITA and United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

Entire Agreement:

This Terms and Conditions of Participation along with the information on the Reservation form constitutes the entire agreement between you and Provider and supersede any and all prior or contemporaneous oral or written communications, proposals and representations with respect to Workshop. To the extent the terms of any Flower Productions' policies or programs conflict with the terms of this Agreement, the terms of this Agreement shall control.

The failure of Flower Productions to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of these terms is found by a court of competent jurisdiction to be invalid, Participant nevertheless agrees that the court should endeavor to give effect to the intentions of the parties as reflected in the provision, and that the other provisions of this Agreement remain in full force and effect and that the invalidity of any portion of these terms and conditions shall not affect the validity and enforceability of the remaining terms of the contract.

I, THE UNDERSIGNED PARTICIPANT, HAVE READ AND FULLY UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS, THE RIGHTS AND RESPONSIBILITIES, AND RELEASES THEREIN.

SIGNATURE OF ADULT PARTICIPANT

PRINTED NAME

DATE OF EXECUTION

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