

## **Sports Portraits Workshop Liability Waiver**

### Workshop Participation & Waiver of Liability Agreement

Thank you for participating in the “Media Day + Workshop.” The workshop consists of hands on instruction with indoor lighting techniques and training, along with an indoor athletic photoshoot. This workshop will also provide a time for participant questions.

The workshop is sponsored by Rock Town Media.

By participating in the Workshop you agree to the following terms and conditions:

#### A. Nature of the Workshop

1. The information presented during the Workshop, including ideas, suggestions, techniques, trainings, exercises, initiations, processes, activities, energetic activations, empowerments, downloads, instructions, and other materials (collectively the “Materials”), is educational in nature and is provided only as general information and is not legal advice, medical advice, etc.
2. You understand the Workshop is experiential in nature and focuses solely on personal growth and furthering education. You agree to take full responsibility for your self-care during the workshop and after.
3. Any stories or testimonials presented before or during the workshop do not constitute a warranty, guarantee, or prediction regarding your experience during or after the workshop. Further, you understand that Rock Town Media makes no warranty, guarantee, or prediction that you will experience any particular state of comprehension during or after the workshop, nor does it make any representation that you will experience any particular educational clarity on an issue. Due to the fact that the workshop includes group processes, you understand that you waive your rights of privacy and confidentiality regarding your attendance at the workshop. You agree to have your photographs posted on social media from the workshop if any are taken of you and/or other participants.
4. You acknowledge and agree that anything and everything discussed by Jaison or any other workshop participant, is merely a perspective for you to consider. You further understand that your participation in the workshop is not intended to create nor does it establish a working relationship or any other type of professional relationship between you and Jaison Sterling or any other workshop affiliates.

#### B. Waiver of Liability

1. You represent that you are competent and able to understand the nature and consequences of participating in the Workshop. If you are a minor, your parent or legal guardian hereby represents that you are competent and able to understand the nature and consequences of participating in the workshop.
2. You understand that your participation in the Workshop is strictly voluntary, at your own risk, and that you freely choose to participate. Since the Workshop is experiential and the extent of the Workshop’s risks and benefits are not fully known, you agree to assume and accept full and complete responsibility for any known and unknown risks associated with your participation in the Workshop, including any physical injury, psychological or emotional effects, death, loss, or property damage.

- 2a. The use of lasers in photography can cause damage to sensors if the proper precautions are not taken. You assume all liability over potential damages to equipment.

3. You agree to release Rock Town Media, employees, coaches, & players from any liability resulting from your participation in the Workshop. Specifically, you and your heirs agree to fully release, indemnify, hold harmless and defend Rock Town Media, employees, coaches, & players and any independent contractors, from any and all claims or liability, and for any damage or injury, including but not limited to, financial, personal, emotional, psychological, medical, or otherwise, which you may incur arising at any time as a result of your voluntary decision to participate in the workshop.

4. In the event of an accident, injury or sickness, you give permission to Rock Town Media and any independent contractors to seek medical attention and/or authorize emergency medical treatment if necessary.

Rock Town Media will first attempt to communicate with your authorized emergency contact before seeking medical treatment for you, unless it is not feasible or practical. Rock Town Media and any independent contractors will not be held liable for any accident, injury, sickness, death, loss, or property damage that might arise out of or in connection with such authorized emergency medical treatment.

5. You further agree to hold harmless Rock Town Media and any independent contractors from any damages or costs, including Court and attorney's fees, which may be incurred due to your participation in the Workshop.

6. You agree and understand the Workshop may be filmed, photographed and/ or recorded and that Rock Town Media shall have all rights in and to such film, photographs and/or recording, including the copyright therein. The copyright shall include, but not be limited to, the right to use, re- use, publish, and re-publish and otherwise reproduce, modify, and display any such film, photograph and/or recording for educational and promotional purposes, including without limitation, social media, audiotapes, audio CDs, DVDs, websites, video, or film or any other form of recorded images. You grant Rock Town Media the right, without compensation to you, to film, photograph and/or record you while participating in the Workshop and you waive any right which you now have or may have hereafter in any such film, photograph and/or recording. You agree to not record by audio, video, photographic or any other means, any portion of the Workshop.

7. Any and all matters in dispute between the parties to this Agreement, whether arising from or relating to the Agreement itself, or arising from alleged extra-contractual facts prior to, during, or subsequent to the Agreement, including, without limitation, fraud, misrepresentation, negligence or any other alleged tort or violation of the contract, shall be governed by, construed, and enforced in accordance with the laws of State of Arkansas, without regard to conflicts of law doctrines and regardless of the legal theory upon which such matter is asserted. If any portion of this Agreement is held to be invalid, it is agreed that the balance of the Agreement shall continue in full force and affect. This Agreement shall be binding upon you and your heirs, family, legalrepresentative, successors, and assigns.

8. This Agreement constitutes the entire and final agreement between the parties and supersedes any prior oral or written agreements, discussions or understandings. This Agreement may not be modified in any respect except in writing describing the

modification and signed by both parties.

By signing below, you acknowledge that you have carefully and completely read and fully understand all aspects of this Agreement and you agree to all of the terms and conditions stated herein.