

SAVE ELLIS ISLAND, INC.
31 US Highway 206 – Suite 3E
Augusta, NJ 07822-2042

**ELLIS ISLAND SOUTH SIDE ACCESS - ACTIVE CONSTRUCTION SITE TERMS OF AGREEMENT, WAIVER, RELEASE,
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

You are being granted access, **AT YOUR OWN RISK**, to a portion of Ellis Island that is not open to the general public. This portion of the island contains certain hazardous materials and is considered an **ACTIVE CONSTRUCTION SITE** with all the dangerous conditions inherent to a construction site, including but not limited to, hazardous material, tripping hazards, overhead hazards, unprotected open spaces, heavy machinery and other dangers that may not be readily apparent. Rules have been put in place to protect visitors to the site as well as the historic integrity of this National Monument.

Please note, if you are pregnant or have heart, respiratory, or any compromising health condition, you are advised to not to enter the site.

Each participant in the Nikon School/Save Ellis Island photo session/workshop on September 22, 2016, confirms understanding of, and agrees to the following conditions and requirements.

Save Ellis Island and/or Nikon Inc. reserves the right to refuse entry to the site or remove any participant who does not comply.

Photo session conditions

- All participants must be 21 years of age or older.
- Your reservation assigns you to a scheduled date and time.
- You must check in at the Save Ellis Island Information Desk on the ground floor of the Ellis Island Immigration Museum when you arrive on Ellis Island. The reservation is non-transferrable.
- Photo session/workshop participants must stay with a Save Ellis Island guide at all times. Unauthorized entry of areas off the photo session/workshop route will be considered trespassing. Violators will be subject to arrest and prosecution.
- Each participant must wear a hard hat, provided by Save Ellis Island, and a mask provided by Nikon, for the duration of their time on the south side of Ellis Island.
- By attending the photo session/workshop, I agree to fully comply with any and all laws and all rules, regulations, policies, procedures, instructions, directions and/or warnings of Nikon Inc. and/or Save Ellis Island.
- No rolling camera bags or other types of cases with wheels of any kind will be permitted on Ellis Island.
- The taking of video of any kind using cameras, smart phones or any other type of equipment is prohibited on Ellis Island.

Preparing for the tour

- Participants must be properly dressed for weather conditions in New York Harbor on the day of the photo session/workshop. Photo session/workshop will be held regardless of the weather.
- In extreme weather, the National Park Service may close the island early or for the entire day, requiring cancellation of the photo session or workshop. Save Ellis Island reserves the right to cancel photo sessions/workshops in the event of an emergency closing by the National Park Service on Ellis Island.
- There are no working bathrooms on the south side of Ellis Island.
- Wear comfortable, closed-toe shoes. Sandals, flip-flops, open-toed shoes and high heels are not permitted.
- There are no bathrooms on the south side of Ellis Island. Bathroom and lunch breaks will be provided.
- Building conditions and artifacts
 - Participants understand that they will enter unrestored buildings containing potential hazards including, hazardous material, broken glass, uneven walking surfaces, dust, cracks and loose fixtures. Participants will exercise care to avoid all hazards.
 - These unrestored buildings do not comply with Americans with Disabilities Act (ADA) requirements at this time. Participants must be able to climb stairs. We regret that visitors with wheelchairs or scooters are not permitted on the tour at this time.
 - Ellis Island is a National Park governed by the Department of Interior. Removal or disturbance of historic artifacts and or debris from the buildings that may be lying on the ground, building material, etc. on Ellis

Island is prohibited and considered to be a federal crime. Participants will not touch anything in the hospital buildings, or on the green space, unless specifically permitted by the Save Ellis Island guide.

- No smoking is permitted on the south side of Ellis Island.

PHOTOGRAPHS - PERSONAL AND NON-COMMERCIAL USE LIMITATION

- Filming is prohibited without prior approval and filing of appropriate permits. Permits are approved at the discretion of the park.

PERMISSION TO USE PHOTOGRAPH

- I GRANT To Save Ellis Island, Inc., Nikon Inc., their representatives, licensees and employees the worldwide, royalty-free, perpetual license and right to take photographs of me and my property in connection with the photo session/workshops. I authorize Save Ellis Island, Inc. its assigns and transferee to copyright, use, display and publish the same in print and/or electronically, in any and all media.
- I agree that Save Ellis Island, Inc., Nikon Inc. and their representatives, licensees and employees may use such photographs of me with or without my name and for any lawful purpose, including for example such purposes of publicity, illustration, advertising and web content.

RELEASE, WAIVER AND HOLD HARMLESS AGREEMENT

By signing below, I agree that I have read, understand and fully agree to the above Active Construction Site Terms of Agreement and the Permission to Use Photographs. I express my understanding and agreement that active construction sites are inherently dangerous and contain many risks, both known and unknown. I agree to voluntarily assume all risks of personal injury, illness, or death or property damage, and **FULLY RELEASE** Save Ellis Island, the United States Government, Nikon Inc., and their respective affiliates, employees, officers, contractors and agents, **FROM ANY AND ALL LIABILITY**, for personal injury, illness, death or property damage arising out of, or resulting from my having access and or being present on this **ACTIVE CONSTRUCTION SITE**, whether or not negligence on the part of Save Ellis Island, the United States Government, Nikon Inc. or their respective affiliates, employees, officers, contractors and agents contributed. I accept **FULL RESPONSIBILITY** for any and all damage, injury, illness or death that may occur.

I also agree to **DEFEND, INDEMNIFY AND HOLD HARMLESS**, Save Ellis Island, the United States of America, Nikon Inc., and their respective affiliates, employees, officers, contractors and agents, from any and all claims, suits, loss, liability, damages, costs and expenses, including attorneys' fees for all personal injury, illness, death or property damage against them or third parties arising or allegedly arising out of or resulting from conduct on this site and/or the photo session/workshop, whether or not Save Ellis Island, the United States Government, Nikon Inc., and their respective affiliates, employees, officers, contractors or agents contributed thereto.

I agree that this Release, Waiver and Hold Harmless Agreement extends to any actions, claims, demands, damages, liabilities, costs and expenses brought by any person on my behalf or on their own behalf based on their relationship with me, including but not limited to my heirs, administrators, executors, representatives, family members, successors and assigns.

I agree that delivery of this executed Release, Waiver and Hold Harmless Agreement by facsimile or pdf data file or other scanned executed counterpart sent by email shall be equally as effective as delivery of a manually executed counterpart and that a copy of my original signature may be used for any and all purposes and I shall have no right to challenge the use or authenticity of this document.

I represent, warrant and agree that I have the full right, power and authority to grant this Waiver, Release, Indemnification and Hold Harmless Agreement, and that I am at least 21 years old.

INDIVIDUAL Guest or Participant

I HAVE CAREFULLY READ AND UNDERSTAND THE RULES SET FORTH ABOVE AND THE RELEASE/WAIVER AND HOLD HARMLESS AGREEMENT SET FORTH ABOVE. I AM AWARE THAT THIS IS A COMPLETE RELEASE OF LIABILITY. I WILL ABIDE BY THE RULES AND STIPULATIONS OF THIS RELEASE/WAIVER.

I FURTHER AGREE THAT THIS WAIVER, RELEASE AND HOLD HARMLESS AGREEMENT IS BINDING UPON MY HEIRS AND ASSIGNS.

I Agree signed: _____ **Date:** _____

Printed Name: _____ **Email:** _____

Street address: _____ **City:** _____ **State:** _____ **Zip:** _____

Email Address: _____

Witness Signature: _____ **Printed Name of Witness:** _____