

General Release and Waiver

I, _____, have chosen to participate in Nikon Inc.'s ("Nikon") photography seminar and/or workshop with photographer Joey Terrill at the Eastern State Penitentiary Historic Site in Philadelphia, Pennsylvania (the "Venue") on Saturday, September 23, 2017 (collectively, the "Workshop"). In consideration of my being permitted to participate in the Workshop and for other good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I hereby agree as follows:

1. I am fully aware that participating in the Workshop may subject me to dangerous conditions or hazards that may or may not be apparent and which may pose significant risks, both known and unknown, prior to, during and/or subsequent to the Workshop, including but not limited to personal injury, illness, infestation, disease, disability, death and/or property damage. I understand and agree that the Venue is not fully compliance with the Americans with Disabilities Act and that certain areas are not fully accessible. I also understand and agree that I am voluntarily participating in the Workshop at my own risk and that I assume all responsibility for all of such risks. I understand and agree that none of the Releasees, as defined below, shall be liable for any risks associated with the Workshop for any reason and/or from any cause whatsoever.
2. I hereby waive any and all rights regarding, release from, and agree to hold harmless and indemnify, Nikon, Joey Terrill, the Venue, and their respective parent companies and affiliates, and the directors, officers, employees, licensees, contractors, agents, invitees, successors and/or assigns of each of the foregoing (collectively, "Releasees") from and against any and all claims, demands, damages, proceedings, liabilities, actions, losses, costs and expenses of any kind whatsoever, relating directly or indirectly to personal injury, illness, infestation, disease, disability, death and/or damage to property incurred, caused by, arising out of or related in any way to the Workshop and or my participation therein.
3. This General Release and Waiver is without limitation, and it includes a waiver against the negligence of any Releasee and/or any director, officer, employee, licensee, contractor, agent, invitee, successor and/or assign of any Releasee. My waiver, release, holding harmless and indemnification of Releasees extends to any and all claims, demands, damages, proceedings, liabilities, actions, losses, costs and expenses of any kind whatsoever brought by other persons on my behalf, or on their own behalf based on their relationship to me, including but not limited to my heirs, administrators, executors, representatives, family members, successors and/or assigns.
4. I hereby agree to fully comply with any and all applicable laws pertaining to the Workshop and/or the Venue, as well as any rules, regulations, policies, procedures, instructions, directions and/or warnings of Nikon and/or the Venue with respect to the Workshop and/or my participation therein. This may include my being required to sign additional release documents provided by the Venue. Without limiting the generality of the foregoing, I understand and agree that I may not use tripods or other equipment in the "Hands-On Historic" areas of the Venue during public hours, and that I may not photograph educational signs/viewing boards or art installations. This General Release and Waiver shall be governed and construed in accordance with the laws of the state of New York without regard for its conflict of law principles.
5. I hereby agree that delivery of this executed General Release and Waiver by facsimile or a pdf data file or other scanned executed counterpart by email shall be equally as effective as delivery of a manually executed counterpart of this Agreement. I agree that a copy of my original signature (including an electronic copy) may be used for any and all purposes for which the original signature may have been used and I shall have no right to challenge the use or authenticity of this document based solely on the absence of an original signature.

I certify that I am over twenty-one (21) years of age and am entering into this General Release and Waiver as my own free act and deed. My signature below indicates that I have read this General Release and Waiver, and that I understand and agree to be legally bound by its terms.

Witness Signature	Signature:	
Printed Name of Witness	Printed Name:	
	Postal Address:	
	Date:	