

General terms and conditions applying to all tours and workshops. By registering a tour or workshop with Carl Johnson Photography, you agree to the following terms and conditions.

Contract. Your workshop or tour is registered and there is a contract between you and Carl Johnson Photography once a down payment is made for a particular package and date. We will not be liable for default (breach of contract) for circumstances beyond our control, such as poor weather, non-performance of environmental conditions (i.e., there is no aurora borealis that displays during aurora tours/workshops) travel delays, or other similar factors.

Participants. Any participant under the age of 16 must be accompanied by a parent or guardian. Spouses, friends, significant others and non-photographers who are not participating in the workshop or tour need to be registered as a "Companion" of the tour or workshop in order attend, but may not participate in any instructional aspects of the tour or workshop. This includes meetings, print or image reviews, lectures, field instruction, and any other instructional aspect of the tour or workshop. There are no exceptions to this rule. If spouses, friends, significant others or non-photographers wish to participate in any instructional activities, they must be registered at the full workshop or tour price.

Cancellation Policy. All funds are non-refundable. If you cancel participation in a tour or workshop, your registration fees may be transferred towards registration in another Carl Johnson Photography tour or workshop under certain conditions. Transfer of fees to another tour or workshop is generally granted, but not automatic and is decided solely by Carl Johnson Photography as a courtesy. We reserve the right to decide whether to transfer your fees to another tour or workshop. You must register for another tour or workshop within one year from the starting date of the tour or workshop you originally registered for. If you need more time, we may be able to extend the transfer time beyond 1 year. Participants transferring from another workshop will be registered for this other workshop in excess of the regular number of participants. If you decide to attend a higher priced workshop, or if the workshop fee has increased, the difference in cost between the two workshops will be charged to your credit card when you notify us that you want to sign up for this other workshop. Your registration is guaranteed only when we have payment in full. We reserve the right to change this policy at any time. Tour or workshop fees can only be transferred to another workshop and cannot be used towards purchase of a product such as prints, calendars, note cards or other. We reserve the right to change our arrangements should conditions necessitate, or to cancel any aspect of a tour or workshop due to exceptional circumstances. In the event that we deem it necessary to cancel the workshop we will provide a full refund which the participant(s) acknowledges as full and final settlement. In the event of a workshop cancellation airline tickets, car rentals and hotel reservations associated with participation in this workshop will not be refunded.

Services Delivered. The specific services and amenities offered with each tour and workshop will vary, and will be specified within the body of the particular tour or workshop description. These guarantees are incorporated by reference into the general terms and conditions and are also stated in the booking invoice.

Gift Vouchers. Any gift vouchers offered by Carl Johnson Photography may be applied against photography tours or workshops. Please identify the voucher by code when booking your tour or workshop. In addition, by signing up for a photography workshop, you will receive a \$100 gift voucher that can be applied to any future tour or workshop. Such gift vouchers cannot be redeemed as cash.

Notices. Any notices regarding this agreement must be submitted in writing to Carl Johnson Photography, 17800 Steamboat Drive, Anchorage, Alaska 99516 or via email to carl@carljohnsonphoto.com.

Insurance. You are advised to acquire your own travel insurance and photo equipment insurance. We are not responsible for any damage that your photo gear may incur during any photo tour or workshop.

Risk and Liability Limitation. By booking a tour or workshop, you understand and acknowledge that you may visit a variety of locations during a Carl Johnson Photography tour or workshop. Carl Johnson Photography, Carl Johnson, Michelle Turner, guides, and cooperating agents aim to provide every participant a safe, educational, and enjoyable experience. We act solely as agents for you regarding accommodations, special activities, and travel, by any means, and assume no liability for any act, error, omission, injury, loss, delay, mishap, or damage to persons or property arising from any cause during the course of a tour or workshop or in transit thereto. We can accept no responsibility for losses or additional expenses due to delay or changes in the services to be provided.

As there is always an element of risk in any adventure associated with the outdoors, participants must read this form carefully. This liability release will certify that the participant is physically fit and capable of participating in outdoor photography exercises in field locations, has taken personal responsibility to ensure that he or she has the proper gear to protect from the elements while on location, and is fully and completely aware of any associated risks created by field locations and weather.

Meeting times, meeting places and itinerary are subject to changes dictated by the weather, the road conditions and other imponderable variables that are part of doing landscape photography. You are

responsible for being at the meeting place at the designated time and have your photographic equipment with you.

By joining any tour or workshop you acknowledge that you have read the above information concerning responsibility and release Carl Johnson Photography, Carl Johnson, Michelle Turner, their guides, instructors and any cooperating agent from any liability. Carl Johnson Photography and Carl Johnson will assume no liability for injury, illness, or loss of personal property or expenses thereof associated with workshop participation. You also acknowledge that Carl Johnson has the right to refuse service to anyone at any time and that tour and workshop policies are subject to change at any time. Carl Johnson Photography is an equal opportunity provider.

Other questions. For more details on what you can expect or need at a Carl Johnson Photography tour or workshop, read our **Tour and Workshop FAQ**.

Jurisdiction. If any dispute shall arise from any Carl Johnson Photography tour or workshop, it may only be resolved in Alaska Superior Court, Third Judicial District at Anchorage.

Entire Agreement. These terms and conditions together with our invoice and booking form set out the whole of our agreement relating to the supply of goods and services to you by us. Nothing said by any sales person, agent, employee, director or other representative on our behalf should be understood as a variation or an addition to these terms and conditions or as an authorized representation about the nature and the quality of any goods or services provided under this contract. Save for fraud or fraudulent representation we shall have no liability for any such representation being untrue or misleading.