

Release and waiver of liability, assumption of risks and indemnity

I, _____ of Legal age, Filipino, residing at _____, states under oath that:

1. I am attending the _____ (name of tour) in _____ (location) on _____ (date);

2. I will follow the RESERVATION & CANCELLATION GUIDELINES, RULES AND CONDUCT, TERMS & CONDITIONS to be implemented by the organizer/facilitator of the tour;

Shutter Adventures Co. and/or their Agents act only as agents for the passenger (tour participant) in regard to travel including, but not limited to, sightseeing, meals, lodging, transportation, and all other services whether by railroad, motorcar, motor coach, boat, ship or aircraft or other conveyance, and they assume no liability for injury, damage, loss, accident, delay or irregularity which may be occasioned either by reason of defect in any vehicle or for any reason whatsoever, or through the acts, bankruptcy or default of any company or person engaged in conveying the passenger or in carrying out the arrangements of the trip.

They can accept no responsibility for losses or additional expenses due to delay, cancellations or changes in flights or other tour services, and by force majeure including sickness, weather, strike, war, volcanic eruption, terrorist acts, political unrest, quarantine, epidemics and outbreaks, or other causes. All such losses or expenses will have to be borne by the passenger, as trip fees provide for arrangements only for the times and locations stated. Baggage is at the owner's risk entirely.

The right is reserved to 1) substitute hotels of similar category for those indicated and to make any changes in the itinerary or transport where deemed necessary, or caused by changes in flight schedules or equipment substitution; 2) cancel any trip prior to departure due to low registration, in which case full refund of the paid trip funds will be given, but Shutter Adventures Co. is not responsible for any other trip preparation expenses such as penalized or non-refundable air tickets, visa fees and medical related expenses; 3) At the company's/business' sole discretion, suspend or postpone any trip due to force majeure in which case the trip may be rescheduled, or a refund issued less any non-refundable deposits paid to tour component providers on behalf of the passenger, or a travel credit given, but Shutter Adventures Co. is not responsible for any other trip preparation expenses such as penalized or non-refundable air tickets, visa fees and medical related expenses; 4) substitute tour leader(s) for the leader(s) originally specified, in which case the substitution is not a basis for participant cancellation or refund other than provided by our normal cancellation policy; or 5) accept or retain any person as a member of any trip. Trip prices are based on tariffs and exchange rates in effect at the time of publication and are subject to adjustment in the event of any change therein.

Should Shutter Adventures Co., or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, the registering tour participant(s) agree(s) to indemnify and hold them harmless for all such fees and costs. In the event a lawsuit is filed, the registering participant(s) agree(s) to do so solely in the Municipality of Cainta, Rizal, Philippines.

3. I, hereby absolutely release, completely clear and forever discharge Shutter Adventures Co. and its owners, tour leaders and staff; from any action, sum of money, liability, damages, claims and demand whatsoever, which in law or equity I have, or which I, my heirs, insurer, successors and assigns hereafter may have upon or by reason of loss or damage to properties, injuries or death sustained to me, with the intention to completely and absolutely waive all our right of action, causes of action, claims and demands, of whatever nature, arising from, or in connection with the aforementioned tour/workshop;

4. I further warrant that I will institute no further action against Shutter Adventures Co. and its owners, tour leaders and staff arising from, by any reason of, or in connection with, the aforementioned activity to be undertaken; and

5. This affidavit is executed voluntarily and of my own free will and for whatever purpose it serves.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Printed Name and Signature

Date signed: _____