

# TERMS AND CONDITIONS

Last updated April 10, 2019

PLEASE READ THESE TERMS AND CONDITIONS BEFORE SIGNING UP FOR RMSP SERVICES (COLLECTIVELY “RMSP”). BY USING RMSP, YOU AGREE TO THESE TERMS AND CONDITIONS.

## Responsibility

In consideration of the services of Rocky Mountain School of Photography, Inc. their officers, agents, employees, and stockholders, and all other entities associated with this business hereinafter collectively referred to as “RMSP”, I agree as follows:

Participation in RMSP classes, workshops and other programs involve inherent risk of injury to participants and their equipment. During field trips participants may have exposure to the hazards of harm to both persons and equipment associated with all recreational and other program activities. While working in the studio, participants may be exposed to high voltage equipment, which can cause serious physical injury or death if used improperly. These examples are merely illustrative of the many, varied and unpredictable hazards associated with photography and RMSP programs. Anyone who participates in any RMSP-sponsored activity (including but not limited to classes or other programs) assumes the inherent risks in that activity, whether those risks are known or unknown, and is legally responsible for all injury or death to the person or for all damage to the person’s property that results from the inherent risks in that activity.

RMSP cannot provide information about all the hazards associated with activities it sponsors and how to avoid or mitigate such hazards. The owners, agents or employees of RMSP have made no assurances, representations, or warranties that its activities are safe and free of risk.

Although RMSP has taken reasonable steps to prepare me and provide me with skilled guides so I can enjoy an activity for which I may not be skilled, RMSP has and hereby does informed me this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to my equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. RMSP does not want to frighten me or reduce my enthusiasm of this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks. The following describes some, but not all, of those risks out in the field: risk of injury while walking on trails, risk of encountering or injury from dangerous wildlife, risk of falling from overlooks, risk of drowning, and risk of hypothermia.

I am aware that participating in an RMSP class or workshop entails risks of injury or death to any participant. I understand the description of these inherent risks is not complete and that other unknown or unanticipated risks, inherent or otherwise, may result in injury or death. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risks.

I acknowledge that engaging in this activity may require a degree of skill and knowledge different than other activities and that I have responsibilities as a participant. I acknowledge that the staff of RMSP has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

I certify that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including all minor children in my care, custody, and control, for bodily injury, death or loss of personal property and expenses as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and, as a result of my negligence in participating in this activity.

I agree to release, discharge, indemnify and hold harmless RMSP, its owners, agents, employees, successors and assigns of and from any claim, demand, or action for any damages, costs, expenses, or obligations of any nature whatsoever in any way arising from any injury, loss or damage to person or property that I may suffer during or in connection with participation in any activity sponsored or conducted by RMSP, except for time spent in National Parks (in accordance with National Park Service policy).

For participants attending RMSP workshops in U.S. National Parks: Nothing in this Acknowledgment and Assumption of Risks & Release and Indemnity Agreement shall be interpreted as the participant and parent releasing RMSP from liability for injuries, damage, death, or other loss to participant or others that may occur within the jurisdiction of the National Park Service and is caused by RMSP's negligence, gross negligence, recklessness, or intentional conduct, including but not limited to any negligence with respect to RMSP's judgments and decisions.

## Photographs

RMSP likes to include candid imagery (still and motion) of participants in its catalog, on its website, and in other publications, advertising, commercial, and marketing materials. By agreeing to these Terms and Conditions I grant to RMSP, its agents, successors and assigns, the irrevocable and unrestricted right and permission to use, re-use, publish, and re-publish photographs of me, or in which I may be included, in whole or in part, in print and on the internet, without restriction as to changes or alterations and in conjunction with my name. I understand this imagery may be used for the promotion of Rocky Mountain School of Photography and the program(s) it offers.

I waive any right that I may have to inspect or approve the finished product or products and the advertising copy or other matter that may be used in connection therewith or the use to which it may be applied.

By agreeing to these Terms and Conditions I release, discharge and agree to hold harmless RMSP, its agents, successors and assigns, from any and all liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking of said photograph or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel or invasion of privacy.

## Cancellations and Withdrawals

Standard Workshops (excluding International Workshops): For cancellations received at least 60 days prior to the workshop start date: RMSP refunds any tuition paid, less a \$50 processing fee. For cancellations received 30 to 60 days prior to the start of the workshop: RMSP refunds any tuition paid less the tuition deposit. For cancellations received within 30 days prior to the start of the workshop: RMSP retains full tuition. For cancellations after the workshop is in progress: RMSP retains full tuition. For no-shows: RMSP retains full tuition.

Adult Education: Tuition is refunded in full minus a \$25 processing fee (per course) if notification is received by RMSP at least five business days before the course begins. If cancellation is received fewer than five business days prior to the course start date, full tuition is retained by RMSP. No refunds are given for cancellations or no-shows after the course is in progress.

One Day Events: Tuition is refunded in full minus at \$25 processing fee (per course) if notification is received by RMSP at least ten business days prior to the event. If cancellation is received fewer than ten business days prior to the event, full tuition is retained by RMSP. No refunds are given for cancellations or no-shows after the course is in progress.

### Summer Intensive:

1. A full refund of all money paid will be made to any applicant who cancels his or her enrollment within 72 hours (until midnight of the third day, excluding weekends and legal holidays) of enrolling in the program, provided that the program has not yet begun.
2. A full refund of all money paid, less the tuition deposit, will be made to any applicant who cancels enrollment prior to the start of the program (and after the 72-hour cancellation privilege).
3. For cancellations received after the program is in progress: RMSP retains full tuition.
4. For no-shows: RMSP retains full tuition.

### Professional Intensive:

1. A full refund of all money paid will be made to any applicant who cancels his or her enrollment within 72 hours (until midnight of the third day, excluding weekends and legal holidays) of enrolling in the program, provided that the program has not yet begun.
2. A full refund of all money paid, less the tuition deposit, will be made to any applicant who cancels enrollment prior to the start of the program (and after the 72-hour cancellation privilege).

3. A full refund of all money paid will be made to any applicant in the event that educational services are discontinued by RMSP.
4. For withdrawals on the 1<sup>st</sup> through 7<sup>th</sup> calendar days of the program: RMSP refunds all tuition paid, less the \$500 tuition deposit and \$1500.
5. For withdrawals on the 8<sup>th</sup> through 14<sup>th</sup> calendar days of the program: RMSP refunds all tuition paid, less the \$500 tuition deposit and \$3000.
6. For withdrawals on the 15<sup>th</sup> through 21<sup>st</sup> calendar days of the program: RMSP refunds all tuition paid, less the \$500 tuition deposit and \$4500.
7. For withdrawals after the 21<sup>st</sup> calendar day of the program: RMSP retains all tuition paid and no refunds are available.
8. The official date of withdrawal will be considered to be the date of receipt of written withdrawal notice from the student.
9. Refunds will be processed within 30 days after our office receives notice of cancellation or withdrawal.

In the case of a student's prolonged illness or injury, a death in the student's immediate family, or other circumstances that make it impractical for the student to complete Summer Intensive or Professional Intensive, RMSP, at its sole discretion, will make a settlement that it considers reasonable and fair to both parties. The school will propose a settlement within 30 days of the official date of withdrawal.

#### Professional Intensive Tuition Refund Policy for Students Using VA Education Benefits

For students receiving VA education benefits who withdraw from the Professional Intensive program, RMSP will refund to the VA the portion of the tuition which represents the percent of the program not completed (as measured in weeks).

Refunds and tuition credits will be processed within 30 days after our office receives notice of cancellation or withdrawal.

#### **Please note:**

RMSP reserves the right to cancel any program, event, session or course that does not meet minimum enrollment requirements, in which case participants will be informed as soon as possible and all money will be refunded. RMSP is not responsible for any losses incurred as a result of a cancellation. RMSP encourages participants to purchase refundable airline tickets and consider purchasing trip cancellation insurance.

RMSP reserves the right to adjust course content and instruction staff from that advertised based on weather, access to locations, availability and other unforeseen situations. Whenever possible, registered participants will be notified ahead of time of any changes.

#### **Limits on RMSP's Liability**

Excepts as may be prohibited for programs occurring on National Park Service property, you agree and acknowledge that RMSP has limited liability to you as further set forth below. (a) Except as specifically set forth in these terms, RMSP makes no express or implied warranties in connection with the services. (b) RMSP's liability with

respect to the services shall be limited to the aggregate amount of the fees received by RMSP from participant in connection with the workshop services. (c) In no event shall RMSP be liable for consequential, indirect, incidental, statutory or punitive damages even if it has been put on notice of the possibility of such damages, including any and all loss or damages arising from delay of services.

## Limitations on Actions Against RMSP

Except as may be prohibited for programs occurring on National Park Service property, you agree to the following limitations on your claims against RMSP:

(a) All claims for refunds, credits, losses or otherwise by participant against RMSP must be made according to the instructions above.

(b) Notwithstanding applicable statute of limitations, all suits against RMSP relating to the program and workshop services must be filed and properly served on RMSP, within one (1) year from the date of event giving rise to the action.

(c) The failure of participant to timely make a report or claim, or file suit, as set forth in this section will be a complete defense to any suit or action commenced by participant relating to the services. Further, the failure of participant to timely make a report or claim as set forth in this section will result in the participant's waiver of any refusal to pay for any of the services, including, without limitation, disputing credit card charges for the same.

(d) All claims against RMSP are subject to the other disclaimers, limitations on liability, qualifications and conditions set forth in these terms and conditions.

## Amendments

RMSP reserves the right to correct any errors or omissions in its published materials and to amend these Terms and Conditions at any time. All amended Terms and Conditions shall automatically be effective upon being posted by RMSP to the website [www.RMSP.com](http://www.RMSP.com).

## Agreement

I attest or my parent/guardian (if I am under the age of 18) attests that these Terms and Conditions have been carefully read, clearly understood and are accepted as stated herein. I acknowledge that this agreement shall be effective and binding upon me, my heirs, assigns, personal representative and estate and for all members of my family, including minor children.