

**RELEASE AND WAIVER OF LIABILITY,  
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

This Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement (the "Agreement") is entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by the undersigned (and on behalf of his or her children, parents, heirs, assigns, personal representative and estate) (collectively referred to herein as the "Undersigned") in favor of Joey Meddock and Meddock Photography Inc. (together, "Meddock").

**IMPORTANT DISCLOSURES: PLEASE READ CAREFULLY**

**BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN THE CASE OF INJURY, DEATH, OR PROPERTY DAMAGE. READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR COMPLETE UNDERSTANDING OF, AND FULL AGREEMENT WITH, ALL TERMS SET FORTH HEREIN.**

For purposes of this Agreement, the following terms are defined as set forth below:

- (a) The "Activity" means the job shadow program with Meddock, pursuant to which the Undersigned will job shadow Meddock.
- (b) "Meddock" includes Meddock Photography Inc., its shareholders, directors, officers, agents, affiliates, consultants, and Joey Meddock, and his agents, affiliates, consultants, and any other person or entity associated with Meddock.

NOW, THEREFORE, the Undersigned, as an express condition precedent to the Undersigned entering the Premises and engaging in the Activity, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby agree as follows:

(1) The Undersigned acknowledges that all activities and conduct relating to the Activity, are inherently dangerous activities with the potential for death, serious injury and/or property loss. The risks involved with the Activity include, but are not limited to, drowning, as well as risks caused by human error, faulty equipment, natural plant and animal life, facilities, temperature, weather, equipment, vehicles, traffic, remote location, actions of other people (including, but not limited to participants and/or spectators), failure to use appropriate equipment. These risks are not only applicable to participants in the Activity, but are also applicable to volunteers and spectators. The Undersigned assumes all of the risks of participating in and/or observing the Activity. The Undersigned realizes that liability may arise from negligence or carelessness on the part of other persons and/or Meddock, from dangerous or defective equipment or from property owned, maintained, provided or controlled by other persons and/or Meddock.

(2) The Undersigned represents to Meddock that the Undersigned is 21 years of age or older, is in good health without any known risks, conditions, and influence of medication, drugs, or alcohol that may affect the Undersigned's ability to participate in the Activity and that the Undersigned has adequate insurance to cover any injury or damage the Undersigned may cause or suffer while participating in the Activity, or else the Undersigned agrees to bear the costs of any such injury or damage

(3) THE UNDERSIGNED ASSUMES THE RISK AND DANGERS OF DAMAGE, INJURY, OR DEATH INHERENT IN PARTICIPATING IN AND OBSERVING THE ACTIVITY AND/OR THE PROVISION OF SERVICES IN CONNECTION WITH THE ACTIVITY. THE UNDERSIGNED, ON BEHALF OF THE UNDERSIGNED AND ANY OTHER PERSONS ACCOMPANYING THE UNDERSIGNED AT ANY TIME, HEREBY EXPRESSLY RELEASES, DISCHARGES, WAIVES, INDEMNIFIES AND HOLDS HARMLESS MEDDOCK AND MEDDOCK'S AGENTS, AFFILIATES, CONSULTANTS, AND ANY OTHER PERSON OR ENTITY ASSOCIATED WITH MEDDOCK (THE "RELEASED PARTIES") FROM AND AGAINST ANY AND ALL COSTS, DAMAGES, CLAIMS, CAUSES OF ACTION, LAWSUITS AND EXPENSES WHATSOEVER, AND PROMISES NOT TO SUE AND/OR BRING ANY CLAIM, LOSS, CAUSE OF ACTION, LAWSUIT OR PROCEEDING AGAINST THE RELEASED PARTIES, ARISING OUT OF OR IN ANY WAY RELATING TO ANY INJURY, LOSS, DEATH AND/OR DAMAGE TO PERSON OR PROPERTY SUFFERED OR CAUSED WHILE PARTICIPATING IN AND/OR OBSERVING THE ACTIVITY AND/OR THE PROVISION OF SERVICES IN CONNECTION WITH THE ACTIVITY, INCLUDING BUT NOT LIMITED TO THOSE RESULTING FROM ANY OF THE RELEASED PARTIES' (OR A THIRD PARTY'S) DIRECT OR INDIRECT

ACTION, INACTION, OMISSION, AND/OR NEGLIGENCE, OR FROM AN ACT OF GOD. THE UNDERSIGNED UNDERSTANDS THAT THIS AGREEMENT INCLUDES ANY CLAIMS BASED ON THE NEGLIGENCE, ACTIONS OR INACTION OF ANY OF THE RELEASED PARTIES AND COVERS BODILY INJURY AND PROPERTY DAMAGE, WHETHER SUFFERED BY THE UNDERSIGNED BEFORE, DURING OR AFTER SUCH PARTICIPATION OR OBSERVATION.

(4) The Undersigned agrees to follow and abide by any verbal and/or written instructions, guidelines, signs or rules given and/or established from time to time by Meddock, in connection with the Activity, including but not limited to the following: (a) no guns, drugs or alcohol are allowed and (b) no one under the influence of drugs or alcohol may participate in the Activity.

(5) The Undersigned expressly agrees that this Agreement shall be interpreted, constructed under, and governed by and according to the laws of the State of Florida and is intended to be as broad and inclusive as is permitted by Florida law. The Undersigned consents to the personal jurisdiction and venue of the state courts located in Orange County, Florida and the federal courts located in the Middle District Court for the Orlando division for any lawsuit filed against Meddock that is related to this Agreement. In the event that any portion of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of all remaining terms of the Agreement shall not be affected or impaired in any way, and shall continue in full force and legal effect.

(6) The Undersigned acknowledges that this Agreement is a legally binding contract and, as such, agrees that if a lawsuit, claim, action or proceeding is filed against Meddock in connection with this Agreement, the Undersigned will pay all attorney's fees and costs incurred by Meddock in defending any such lawsuit, claim, action or proceeding.

THE UNDERSIGNED HAS READ THIS AGREEMENT AND UNDERSTANDS THAT IT IS A PROMISE NOT TO SUE AND A RELEASE AND INDEMNIFICATION FOR ALL CLAIMS OF WHATEVER KIND.

\_\_\_\_\_  
Signature

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Printed Name of Signatory

Date: \_\_\_\_\_, 20\_\_