

## **Gravier Corporation Photography / Video Contract ASSUMPTION OF RISK | WAIVER OF LIABILITY**

- It is understood this Gravier Corp. is the exclusive official photographer retained to perform the photographic and/or video services requested on this Contract.
- Gravier Corp. may substitute another photographer to take the photographs in the event of Gravier Corp.'s illness or of scheduling conflicts. In the event of such substitution, Gravier Corp. warrants that the photographer taking the photographs or video shall be a competent professional.
- No part of any order, including previews, will be delivered until the balance is paid in full.
- The Gravier Corp. reserves the right to use images (digital files) for advertising, display, publication or other purposes. Digital files remain the exclusive property of this Gravier Corp.
- Upon signature, the Gravier Corp. shall reserve the time and date agreed upon, and will not make other reservations for that time and date. For this reason, unless the Studio is able to fully replace the cancelled reservation, all deposits are non-refundable, even if the date of the wedding is changed or the wedding is cancelled for any reason.
- (PHOTOGRAPHER initial) \_\_\_\_\_ Gravier Corp. grants Client \_\_\_\_\_ (CLIENT initial) the right to make unlimited enlargements and reprints for personal use but not for any commercial purposes. Client can not sell images for stock photography or any other commercial applications.
- If the Gravier Corp. cannot perform this Contract due to fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to Photographer's illness or emergency, then the Photographer shall return the deposit to the Client but shall have no further liability with respect to the Contract. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the Photographer. In the event the Gravier Corp. fails to perform for any other reason, the Gravier Corp. shall not be liable for any amount in excess of the retail value of the Client's order.
- If photo shoot is 4 hours or more, photographer, videographer and assistant will be furnished a meal.
- The charges in this Contract are based on the Studio's/Photographer's Standard Price List. This price list is adjusted periodically and future orders shall be charged at the prices in effect at the time when the order is placed.
- NOTICE OF COPYRIGHT: It is ILLEGAL to copy or reproduce these photographs or videos elsewhere without Studio's/Photographer's permission, and violators of this Federal Law will be subject to its civil and criminal penalties.
- This Contract incorporates the entire understanding of the parties. Any modifications of this Contract must be in writing and signed by both parties.

**\*\*IMPORTANT NOTICE: ASSUMPTION OF RISK | WAIVER OF LIABILITY AGREEMENT\*\***

**I AM AWARE THAT PHOTOGRAPHY SESSIONS IN NATURAL SURROUNDINGS SUCH AS CLOSE TO THE OCEAN, IN THE WATER, ON THE ROCKS OR OTHER PUBLIC AREAS INVOLVE RISKS OF SERIOUS BODILY INJURY. INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH; AND I AM PARTICIPATING IN THESE PHOTOGRAPHIC SESSIONS WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY THAT MAY RESULT THEREFROM.**

**HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE GRAVIER CORPORATION OR ITS EMPLOYEES OR INDEPENDENT CONTRACTORS WORKING FOR GRAVIER CORPORATION FOR INJURIES OR DEATH CAUSED DURING CEREMONY OR PHOTOGRAPHY SESSION.**

The terms of this agreement are accepted by:

\_\_\_\_\_ Date: \_\_\_\_\_  
GRAVIER CORPORATION Employee

Client: \_\_\_\_\_ Date: \_\_\_\_\_