

Moore Manor Lavender Commercial Photographer Guidelines/Waiver

302 Stetson Rd

Newport, Maine 04953

mooremanorlavender@gmail.com

Thank you for your interest in Moore Manor Lavender, we are excited to share our farm with you. We've planted many varieties of lavender as well as other plants and flowers for you to use as backdrops in your commercial photography business. We hope you enjoy our property and can use it to promote your business.

1. We are open to the public from 10:00 AM to 5:00 PM Monday to Saturday. **During the day**, our visitors take priority over commercial photographers. You're welcome to take photos (no charge during open hours) but please do not 'claim' an area as your own so that our visitors feel uncomfortable.
2. During our off hours - 6:00 AM -10:00 AM and 5:00 PM - 8:00 PM our property is available for your private commercial photography sessions. We schedule one hour sessions, for example - 5:00-6:00, 6:00-7:00, 7:00-8:00 PM. If you sign up for one or more of these blocks, you will have exclusive use of the farm as your backdrop. We will try to provide a few props like baskets of dried or fresh lavender for you to use. The 2021 one hour fee is \$45.
3. Rain dates: We are all at the mercy of unpredictable weather. If it's raining to the extent of you not being able to use our facilities, we will do our best to reschedule.
4. We do not have a changing room so please plan accordingly.
5. Children: We love children (and have a few of our own!) but we request that they are supervised at all times. We do not allow them or anyone else to run around unattended, climb trees, our fountain, run between rows of lavender or flower beds, or basically do anything that would damage themselves or our property. Please emphasize this to your clients.
6. We are not responsible in any way for lost, stolen or damaged personal property that you bring to our farm. This includes photography equipment, props, clothing, etc.
7. No pets are allowed in or around the lavender.
8. No smoking or alcohol anywhere on the property.
9. **Cancellation policy: All reservations are non-refundable.** If due to inclement weather at our farm, we will do our best to reschedule another time.
If we're unable to have photographers due to a change in Covid-19 laws we will refund your money in full.
10. **Bloom:** We cannot guarantee the stage at which the lavender will be blooming. Any advise that we give out is based on previous years.
11. Photographers are required to fill out and sign the liability waiver at least 2 weeks ahead of scheduled time or scheduled time may be cancelled.
12. **Insurance:** Professional photographers must provide us with proof of insurance ahead of the scheduled session. The proof of insurance must list Moore Manor Lavender as additional insured.
13. We reserve the right to ask you and your clients to leave if any of the guidelines above are not adhered to. It's your responsibility to share this information with your clients ahead of time.

RELEASE OF LIABILITY, ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS, AND INDEMNIFICATION AGREEMENT

This Release, Acknowledgement and Assumption of Risks, and Indemnification Agreement (“Agreement”) is entered into by the undersigned in favor of **Moore Manor Lavender** (the “**Property**”) and its owners, operators, officers, employees and agents, including any other volunteers or guests participating in any activity conducted by or at the **Property** (collectively, the “Released Parties”). In consideration of being permitted to participate in any and all activities conducted by or at the **Property**, and to use the facilities of the **Property**, I acknowledge and agree as follows:

1. ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS. I understand that all of the activities in which I may participate at the **Property**, as well as my presence on the **Property** carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. I have read this document and I know and understand and appreciate these and other risks are inherent in the activity I am participating in. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.
2. RELEASE OF LIABILITY, INCLUDING LIABILITY FOR NEGLIGENCE. On behalf of myself, my family, heirs, estate, distributees, guardians, legal representatives and assigns, I HEREBY RELEASE THE RELEASED PARTIES AND EACH OF THEM FROM ALL CLAIMS, DEMANDS, CAUSES OF ACTION AND LIABILITIES based on any injury, disability, illness, disease, death, financial loss, property loss or damage, or other harm suffered by me, or by any third person for which I may be held responsible, that may result from my participation, or the participation of any third person for which I may be held responsible, in any activity conducted by or at the **Property**, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE; provided that nothing in this Section 2 shall be deemed to release any Released Party from liability arising from their willful injury to me or any other person or any property, or their gross negligence.
3. INDEMNIFICATION. I AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS EACH OF THE RELEASED PARTIES from and against any and all claim for injury or death resulting from my participation in any activity conducted by or at the **Property**, by or prosecuted for the benefit of myself or my family, estate, heirs, representatives or assigns. The indemnification provided by this Section 3 shall include all costs and expenses incurred by any and all Released Parties in defending against said claims, including all actual attorney fees. I FURTHER AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS EACH OF THE RELEASED PARTIES from and against any claim for (continued on next page)

**RELEASE OF LIABILITY, ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS,
AND INDEMNIFICATION AGREEMENT - page 2**

(3. continued) injury or death of any person whom I bring or invite to the **Property** or otherwise permit to participate in any activity conducted by or at the **Property**, WHETHER SUCH INJURY OR DEATH WAS CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE.

4. This Agreement is governed by Maine law.
5. AGREEMENT TO PAY FOR EMERGENCY MEDICAL TREATMENT. I AGREE that should emergency medical treatment be required for me or for any third person for which I may be held responsible, I and/or my own accident/medical insurance Company SHALL PAY FOR ALL SUCH INCURRED EXPENSES.
6. SEVERABILITY. If any provision of this Release is held to be unenforceable, such provision shall be excluded and the balance of the Release shall be enforced in accordance with the remaining terms.
7. LEGALLY BINDING. I have read this Release and understand that I am giving up legal rights. I have executed it knowingly and voluntarily without relying on any statement or representation of any Released Party. I understand that it is a binding legal document.

The undersigned has read and agrees to this waiver and agrees to abide by the rules and regulations presented hereby.

Photographer's Name (please print)

Photographer's Signature

Date

Photographer's Phone: _____

Photographer's Email address: _____