

***A Moment in Time  
Photography, Hiking Guides, and Outfitters***

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**Contract Agreement**

Trip destination \_\_\_\_\_

Trip dates \_\_\_\_\_ Days of the week \_\_\_\_\_

Name \_\_\_\_\_ Phone \_\_\_\_\_

Date of Birth \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Drivers License State and # \_\_\_\_\_

License Plate # of car(s) left at trailhead \_\_\_\_\_

Emergency Contact (name, relationship, phone number) \_\_\_\_\_

Names of other adults in your party:

\_\_\_\_\_  
\_\_\_\_\_

Names and ages of minors under 18 years of age:

\_\_\_\_\_  
\_\_\_\_\_

Name of person(s) responsible for minor children \_\_\_\_\_

Relationship(s) to minor children \_\_\_\_\_

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**Services Provided**

- \* A trip leader to accompany your party on your adventure.
- \* Lodging accommodations at a nearby establishment for the night before the hike for overnight trips.
- \* All fees and permits required (if applicable).
- \* Arrangement for cowboy and mules to carry gear to campground for the Havasupai trip. You are responsible for carrying gear from drop-off spot to individual campsites and back again on departure date. You will also set up and pack up your own camps.
- \* Canoes and/or kayaks and lifejackets are included in the cost of the river trip.
- \* Camping and kitchen equipment for overnight trips.
- \* Meals and snacks provided (prepared on your own).
- \* A free photo album containing random snapshots of the trip. Photos will be mailed to clients within 6 weeks of trip. Professional photo shoots are available for an additional fee.

\_\_\_\_\_ Number of trip days  
\_\_\_\_\_ Cost per person  
\_\_\_\_\_ Number of people  
\_\_\_\_\_ Cost of package  
\_\_\_\_\_ Family/group photo shoots  
\_\_\_\_\_ Deposit (due at booking date)  
\_\_\_\_\_ Balance (due 45 days prior to departure)

I/we have been provided with, read and understand, and agree to the following:

- p.1 Contract Agreement,
- p.2 Services Provided
- p.3 Terms and Conditions,
- p.4 Waiver of Liability
- p.5 Medical History

I/we agree with this contract in its entirety.

Signature of contracting party \_\_\_\_\_ date \_\_\_\_\_

Signature(s) of other adults and list minor children

\_\_\_\_\_ date \_\_\_\_\_

\_\_\_\_\_ date \_\_\_\_\_

Signature of *A Moment in Time* trip leader \_\_\_\_\_ date \_\_\_\_\_

***A Moment in Time Photography, Hiking Guides, and Outfitters***  
**Terms and Conditions**

**Deposit and Payment**

- a. Upon signature, *A Moment in Time* reserves the dates agreed upon for the contracting party (client). For this reason, all deposits are non-refundable.
  
- b. The client shall make a deposit to retain the services specified in this agreement. The deposit is applied to the total cost. The remaining payment is due before 45 days of the trip date. Day trips need to be paid in full at the time of booking.
  
- c. Visa or Mastercard accepted.

**Additional Charges**

Riding horses, helicopters, and lodging (in Supai Village) are not included in the cost. Be advised that helicopters do not fly every day of the week. Horse, helicopter, and lodging arrangements must be made in advance with the Havasupai Tourist Enterprise.

**Additional Information**

- a. *A Moment in Time* reserves all rights to use photographs for advertising and/or display purposes.
  
- b. If *A Moment in Time* cannot perform this agreement due to illness, road closure, inclement weather, danger of flash flood, fire, or any other cause beyond control of *A Moment in Time*, the parties will be allowed to reschedule the trip up to one year after the original booking date, **or** any money less the deposit paid shall be returned to the client. *A Moment in Time* shall have no further liability with respect to the agreement. If the client cancels the agreement, a release of services statement must be signed. If the client fails to sign the statement releasing *A Moment in Time*, the client is and will be held liable for the entire cost of the trip. The deposit is non-refundable.
  
- c. *A Moment in Time* reserves the right to change trip dates, times, and itineraries. *A Moment in Time* reserves the right to refuse service to anyone.
  
- d. *A Moment in Time* is not responsible for any illness, injury, or death or any type of problems, lost, stolen or damaged vehicles or equipment or any personal effects that may occur with any aspect of the trip.
  
- e. *A Moment in Time* is not responsible for unfavorable photography shooting conditions such as precipitation, wind, or harsh or dim light. *A Moment in Time* shall have no liability in the event that photos are lost or damaged.

Initials\_\_\_\_\_ Date\_\_\_\_\_

***A Moment in Time Photography, Hiking Guides, and Outfitters***  
**Waiver of Liability**

**ASSUMPTION OF RISK-** Participating in the types of activities associated with this trip may present risks to you and/or the other people in your party and/or your personal property that could lead to the loss of your property, permanent trauma/injury or even death. Upon being accepted as a client with *A Moment in Time Photography, Hiking Guides, and Outfitters*, I, the undersigned contracting party **and** the other participants in the party acknowledge, understand and agree to the following inherent risks including but not limited to:

- a. Illness, injury, or death caused by altitude sickness, dehydration, over exertion, heat stroke, heat exhaustion, hypothermia, over-exposure to the elements, shock, or becoming lost;
- b. Illness, injury or death caused by malfunction of any type of equipment including camping or cooking equipment, sweat lodges, helicopters, ladders, bridges, chains, or any type of climbing equipment;
- c. Illness, injury, or death caused by caves, unstable ground, wind, blowing sand, flash floods, drowning, falling trees, branches, rocks, ice, or snow;
- d. Illness, injury, or death caused by falling from trails, rocks, trees, climbing equipment, rope swings, and/or hitting rocks, vegetation or water;
- e. Illness, injury, or death caused by drinking water, camp food, or dry ice;
- f. Illness, injury, or death caused by pack or riding horses, dogs, other animals, reptiles, spiders, microorganisms, or insects;
- g. Illness, injury, or death caused by failure to follow instructions, failure to ask for instructions or failure to ask for clarification for any situation that appears unsafe or unclear.

I/we acknowledge that the above list is not inclusive of all possible risks associated with the activities that I and/or my party may be involved in. I/we also acknowledge that I and all people in my party have had ample opportunity to ask any questions for clarification regarding the trip of *A Moment in Time* staff members.

Initials \_\_\_\_\_ Date \_\_\_\_\_

**1.RELEASE-** I/we hereby release and discharge *A Moment in Time*, its owners, affiliates, agents, employees, and their successors and assigns from any and all liabilities, suits, claims and demand actions or damages (including but not limited to attorney fees and disbursements) incurred by me arising out of participation in activities associated with hiking, camping, kayaking, or canoeing, including without limitation, all claims for property damage, personal injuries, or wrongful death even to the extent that such a loss or damage is caused by or results from negligence of any such party. This release is binding on my heirs, assigns, and agents.

**2. INDEMNIFICATION-** I/we hereby agree to hold harmless *A Moment in Time Photography, Hiking Guides, and Outfitters*, its owners, affiliates, agents, and employees and their successors and assigns, from any and all action, claims, demands, losses, and costs of any nature whatsoever arising out of or in any way relating to my activities with *A Moment in Time Photography, Hiking Guides, and Outfitters* including that caused by the negligence of any party. This indemnification is binding on my heirs, assigns, and agents. The terms of this agreement shall continue in effect after the trip. The site and governing laws of any suit shall be in and of Arizona or Nevada. In short, I/we acknowledge that I/we cannot sue or collect any money from *A Moment in Time Photography, Hiking Guides, and Outfitters* and that I/we assume responsibility for all risks associated with this trip.

Initials \_\_\_\_\_ Date \_\_\_\_\_

*A Moment in Time Photography, Hiking Guides, and Outfitters*  
**Participant Medical History**

Name: \_\_\_\_\_ D.O.B. \_\_\_\_\_

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

Home Phone: \_\_\_\_\_ Work: \_\_\_\_\_ Cell: \_\_\_\_\_

Physician name: \_\_\_\_\_ phone: \_\_\_\_\_

Medical insurance carrier: \_\_\_\_\_

Group # \_\_\_\_\_ Phone # \_\_\_\_\_

List allergies: \_\_\_\_\_

List medications: \_\_\_\_\_

Do you have any food allergies or special dietary restrictions? Explain:

\_\_\_\_\_  
\_\_\_\_\_

Please circle and explain any medical information:

asthma altitude sickness allergic reactions back or spinal balance/equilibrium

blackouts blood pressure chest pains cognitive abilities concussions contacts

coordination diabetes drug reactions dislocations emotional disability

epilepsy fear of heights joint problems heart condition implants pregnant

seizures shortness of breath special needs other

explanation \_\_\_\_\_

Are there any other conditions that might limit your participation? NO YES If yes, explain:

\_\_\_\_\_

**I understand that hiking, camping, kayaking, and canoeing are physically demanding and strenuous activities. I also agree that I have the ability to participate in this excursion. I have listed my medical history thoroughly and completely. I assume all responsibility for the risks involved in participating in this trip.**

signature \_\_\_\_\_ date \_\_\_\_\_

signature of legal guardian (if participant is a minor) \_\_\_\_\_ date \_\_\_\_\_