# STEVE ZMAK

## 2015 PHOTOGRAPHY WORKSHOPS

## THE FINE PRINT ... SO TO SPEAK

#### **POLICIES**

The locations of the Vineyard Workshops are private property and it is a privilege to be granted access. I and the property owners and managers have a STRICT ZERO FOOTPRINT RULE—THE PROPERTY MUST BE LEFT IN THE SAME CONDITION IT WAS IN UPON ENTRY. WHEN IN THE VINEYARD, DO NOT HANDLE THE FRUIT, FLOWERS OR BUDS FOR ANY REASON. DO NOT BREAK OR DAMAGE ANY PART OF THE VINES, TRELLISES, OR IRRIGATION SYSTEM.

Vineyard Workshop participants must be at least 21 years old. Please, no smoking or pets allowed on the premises during any part of the workshop. The use of mobile phones is limited to refreshment breaks and mealtimes, and for the Fort Ord Dunes State Park cell phone tour.

### APPLICATION PROCEDURES

To apply for the workshop(s) of your choice, please complete and sign the Workshop Application and return it with a check or money order for the full tuition to Zmak Creative, 3200 Crescent Ave., Marina, CA 93933. Your spot in the workshop will be secured upon receipt based upon availability.

There is no deadline for application. However, many of the workshops fill immediately so, to avoid disappointment, prompt application is advisable.

Your participation for the entire workshop session is extremely important. If your schedule requires you to arrive after the start, or to leave prior to the end of the workshop, please make other arrangements or plan to participate at another time.

## ACCEPTANCE

Once I receive your application and full tuition, I will email you confirmation of your enrollment, and schedule a 15-minute phone interview to discuss your personal course objectives.

If the workshop is already full when your application is received, we will offer the opportunity to be placed in the next available workshop, and your entire tuition will be returned to you.

#### **FEES**

Please make all payments in U.S. dollars, and checks or money orders payable to "Zmak Creative." We do not accept credit cards for workshop tuition.

Each workshop description lists what is included with tuition. Additional amenities such as meals (unless otherwise indicated), travel to and from workshop location, and lodging are not included.

#### WITHDRAWAL, WORKSHOP CANCELLATION & REFUND

If you need to withdraw from a workshop, you must inform us no later than 30 days prior to the first day of your workshop, and we will refund your full tuition.

If you withdraw within the period 30 to 14 days prior to the first day of your workshop, your tuition will be refunded minus a \$75 cancellation fee.

No refunds of any kind will be made for withdrawal within 14 days prior to the first day of the workshop, during the workshop, or for no-shows. However, if the workshop included takeaway items, such as books, prints and bottles of wine,\* those will be shipped to you. (\*Some states do not accept wine shipped from California. You will receive your bottle of wine only if your state permits it.)

If it is necessary for us to cancel a workshop, all registered participants will be informed immediately, and you will receive a full refund of your tuition. You are encouraged to purchase refundable airline tickets, and consider purchasing trip cancellation insurance. Zmak Creative will not be responsible for any loss on airline tickets, or any other losses, related to cancellation. The workshop will be cancelled if the National Weather Service forecasts a greater than 50% chance of rain or greater than 20 mph winds within 12 hours of the workshop start time. Check your email and voicemail for cancellation notices.

## WAIVER OF LIABILITY

Zmak Creative shall have no responsibility or liability for personal injury to any participant or damage to any participant's property, or for personal injuries or damage to the property of any other person resulting from the participant's involvement in any workshop. Zmak Creative shall have no responsibility for the acts, errors or omissions of instructors or staff, transportation companies, lodging facilities, restaurants, tour guides, and outfitters, or other providers of services to participants in the course of the workshops.

Zmak Creative has the right to cancel any workshop and to alter the time, context, or format of any workshop in the event circumstances so require. In the event a workshop is cancelled, for any reason, the extent of Zmak Creative's liability is limited to the return of all fees paid to us.

Zmak Creative will not be responsible for reimbursement on airline tickets due to cancellation of a workshop, or replacement of an instructor. We recommend you purchase refundable tickets and consider purchasing trip cancellation insurance.

## WAIVER AND RELEASE

During his workshops, Steve Zmak occasionally photographs and records portions of the workshop sessions for his files and, in some cases, for use in public presentations on the Internet and elsewhere. The images are used primarily for informational or educational proposes so that those considering possible participation in a future workshop have a better sense of what is offered, why he offers it, and what to expect during the workshops. In addition, Zmak Creative sometimes uses recordings from workshops as part of educational and promotional presentations. Zmak Creative has found that using actual teaching sessions from workshops is an effective way to share photographic knowledge with others.

As a participant in the workshops, you are consenting to allow Zmak Creative and others to photograph you and to record your voice, and to use these photographs and/or recordings for educational uses and for other purposes of publicity relating to future workshop purposes, including those in printed form or on the Internet or other similar mediums that now exist or are used in the future. The term "photograph" in this Waiver and Release includes both still photographs and motion picture or video footage.

You also consent to allow Zmak Creative to reproduce and use these photographs and recordings of your voice for use in all domestic and foreign markets. Further, you acknowledge that others may use and/or reproduce such photographs and recordings.

You hereby release Zmak Creative and associated or affiliated companies, their directors, officers, agents, employees and customers, and appointed advertising agencies, their directors, officers, agents and employees from all claims of every kind on account of such use in the future.

