



Simply Unforgettable

AN ELEGANT WEDDING EXPERIENCE

PHOTOGRAPHY

With our vast acreage and diverse landscape, Mitas Hill Vineyard serves as a unique backdrop for one-of-a-kind photography you will cherish for a lifetime. Choose the vineyard, the gazebo, or the garden, the sunshine or the shade. Bridals, Engagements, Families, Maternity, Models, and Catalog shoots are perfect for our location.

PHOTOGRAPHY SETTING PRICING

Photography pricing is **\$250** for two hours. A golf cart can also be rented for **\$100** an hour. A photographer waiver is required to be submitted prior to the photography shoot.

PHOTOGRAPHER (First & Last Name): _____

RELEASE AND WAIVER OF LIABILITY

In order to induce Mitas Hill Vineyard, LLC (“Mitas Hill”), to allow me to take photographs and/or participate in a photography shoot on its property located at 2300 Vineyard Hill Lane, McKinney, Texas 75071, and as a part of the consideration flowing to Mitas Hill, the receipt and sufficiency of which are hereby acknowledged, I _____, hereby make this Release and Waiver of Liability (the “Release”) and agree as follows:

1. I represent and warrant as follows: (a) I am an individual over the age of eighteen years; (b) I desire to participate in a photography shoot on the property; (c) I fully understand and acknowledge that this activity could involve risks of physical injury while conducting the shoot or otherwise participating in the photography, as well as other risks; (d) I assume all of the risks involved in taking part in this activity; (e) I understand and acknowledge that Mitas Hill will not allow me to participate in the photography shoot unless to the fullest extent allowed by law, I release and waive all Claims against Mitas Hill in any way related to this activity.
2. To the fullest extent permitted by law, I hereby waive, release, acquit, and forever discharge Mitas Hill, each of its past, present, and future administrators, staff, directors, representatives, agents, members, officers, partners, and stockholders, individually and collectively (individually and collectively, the “Released Parties”) from any and all possible Claims that I have, or might have, against Mitas Hill and/or any of the Released Parties, known or unknown, now existing or that may arise in the future, which arise out of or are attributable to or in any way based upon or related to my participation in the photo shoot or the photography referred to herein. I UNDERSTAND AND ACKNOWLEDGE THAT THE CLAIMS BEING RELEASED HEREUNDER INCLUDE, WITHOUT LIMITATION, CLAIMS, IF ANY, BASED UPON OR IN ANY WAY RELATED TO THE NEGLIGENCE OR GROSS NEGLIGENCE OF MITAS HILL AND/OR ANY OR ALL OF THE RELEASED PARTIES.





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3. As used herein, the term "Claims" means, individually and collectively, demands, claims, assertions, actions, causes of actions, counterclaims, cross-claims, disputes, indebtedness, obligations, promises, judgments, contracts, liens, security interests, executions of any nature, damages, costs, expenses, and liabilities whatsoever, at law in equity, statutory or otherwise, arising under the laws of the State of Texas, the United States of America or any other state, country or governmental division.
4. This Release shall be governed, construed and enforced in accordance with and subject to the laws of the State of Texas, and the substantive laws of the United States of America, exclusive of conflicts of law rules. Exclusive venue for any lawsuit or other proceeding shall be in County, Texas. To the fullest extent permitted by law, this Agreement shall be binding upon and benefit Mitas Hill, the Released Parties and each of their respective successors, assigns and heirs.
5. I have had the opportunity to consult with counsel of my own choice and have been afforded the opportunity to review this Release and understand its terms and conditions. I am entering into this Release of my own free will.
6. If any one or more of the provisions contained in this Release is for any reason held to be invalid, illegal or unenforceable in any respect, such invalid, illegal, or unenforceable provision shall be severed from this Release and not be a part hereof. Moreover, so far as is reasonable and possible, a provision which is valid, legal and enforceable, and which is as near as possible to the intent manifested by the invalid, illegal or unenforceable provision shall be deemed to be a part hereof.

SIGNATURE: _____ PRINTED NAME: _____

ADDRESS: _____

DATE OF ACTIVITY: _____ PHONE NUMBER: _____

CELL PHONE: _____ EMAIL: _____

WITNESS: _____ WITNESS: _____

(BOTH WITNESSES MUST BE AT LEAST 21 AT THE TIME OF SIGNING)

If children are to be present at the photography shoot, list the children's name(s) and date of birth (you **MUST** be the parent or guardian of the child(ren)):

CHILD'S NAME	CHILD'S DOB:
_____	_____
_____	_____
_____	_____



RELEASE AND WAIVER OF LIABILITY | PAGE 2