



Art of Seeing, LLC Terms and Conditions

Last updated September 15, 2026

Liability & Responsibilities

By attending an Art of Seeing Workshop, Adventure, Tour or other Event (“workshop”), you accept that participation carries inherent risk of injury, illness, death, or loss of or damage to personal property, whether caused by acts of nature or the actions of others.

Our workshops may go to places that are remote, foreign, mountainous, wild or undeveloped, and that may not be maintained to the standards you are used to. The risks there include weather and other forces of nature, wild animals, poor lodging, vehicle malfunction, poor condition of roads, walkways and trails, terrorism and other risks that cannot be foreseen. Medical care, physicians and medication may not be available during all or part of a workshop. You agree to assume all of these risks. We assume no liability for medical care or for your dietary requirements.

You are responsible for studying all pre-trip information; for bringing all equipment, personal items and appropriate clothing; for conforming to standards of dress and hygiene; and for acting considerately toward fellow participants, guides, models, locations and environments. You are also responsible for choosing a workshop suited to your physical abilities and interests: by registering, you confirm that you can meet the fitness level and physical demands described for that workshop, and that you have told us about anything that may affect your participation. We may ask for a doctor’s statement of good health. We reserve the right to cancel any activity and to accept or reject any person, and the workshop leader’s judgment is final on whether an individual may begin or continue any activity.

Group travel involves compromise between the desires, goals, personalities and physical abilities of the people in the group, and you agree to allow for the flexibility and changes the leader or guides think necessary. How we handle changes to a published itinerary, and what is and is not refundable, is set out under Cancellation or Change of a Workshop.

In consideration of, and as part of the payment for, your participation in a workshop conducted by Ken Lee and Art of Seeing, LLC or their assigns, you release and hold harmless Ken Lee and Art of Seeing, LLC, and its officers,

agents, partners, sponsors, associates and sub-contractors, from any and all liability, actions, causes of action, claims, debts and demands of every kind, known or unknown, arising in connection with your participation in any activity they arrange, to the fullest extent permitted by law.

Conduct

We want everyone to have a great trip. If your behavior puts other participants, our staff, our partners or yourself at risk, or repeatedly disrupts the workshop, we may end your participation. The workshop leader makes that call. If it happens, you receive no refund and you are responsible for the cost of getting yourself home.

Age

Participants must be 18 or older. We welcome younger photographers when a parent or guardian attends the workshop and signs these terms on their behalf. Please talk to us before you register.

Arbitration

You agree to have any claim, controversy, or dispute relating to the enforcement or interpretation of this document or arising from or relating to your registration, participation, or attendance at a workshop, submitted to binding arbitration under the rules and regulations of the American Arbitration Association. The arbitration shall take place in Seattle, Washington. You hereby waive your right to bring an action before a judge or jury in any court and you understand that you have given up your rights to discovery and appeal. Any award rendered in any arbitration may be made a judgment by any court of competent jurisdiction. You understand that if you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the State of Washington laws and civil procedures.

Cancellation or Change of a Workshop

If we cancel or substantially change a workshop before it begins. We will always try to run a workshop we have advertised, but we reserve the right to cancel it, or to change it substantially, at any time — because of insufficient bookings, or for reasons beyond our control that would create unsafe or undesirable travel conditions for participants. A substantial change means a change of dates, a change of destination, or cancelling the workshop outright. If that happens and you cannot accommodate the change, you receive a full refund of everything you have paid us for that workshop, including your deposit. Our financial liability is limited to that amount. It does not extend to any other cost you have incurred — non-refundable air tickets, visa fees, clothing, equipment, other transportation costs, medical expenses, travel insurance premiums, or any other expense. For workshops outside the US, tuition may be adjusted after you have registered, based on local currency fluctuation.

If we change the schedule or itinerary during a workshop. The itineraries we publish — on our website, in workshop information packets, and in any other material — are general plans, not guarantees. They are subject to change without notice, for reasons that include weather, wildlife, logistics, road conditions, the availability of guides and vehicles, mechanical failure, politics, strikes, border closures, natural disasters, government restrictions, and

anything else outside our control. Your workshop leader or guides may also change the plan to accommodate the group. We will do everything we reasonably can to keep the experience intact.

No refund, discount or compensation of any kind is due if we do not, or cannot, do something described in a trip description or itinerary, or if a workshop is shortened or curtailed for any of these reasons, and we are not responsible for any costs you incur as a result.

Payment

Each workshop has its own deposit and payment schedule, shown on the workshop page and on your registration form. Your spot is not confirmed until we receive your deposit. If we do not receive a payment by its due date, we may treat it as a cancellation under the terms below.

Cancellation & Refunds

Deposits are not refundable. If you cancel more than 120 days before the workshop start date, your deposit is transferrable to another Art of Seeing workshop for up to 24 months from the date you cancel. If you cancel inside 120 days, your deposit is forfeit. This applies when YOU cancel; if we cancel, Cancellation or Change of a Workshop applies and your deposit is refunded.

If we fill your spot*, you receive a refund of all other fees paid, less a \$150 processing fee. This applies no matter when you cancel.

If we do not fill your spot, your refund depends on when you cancel:

- **More than 120 days before the start date:** 100% refund of fees paid, less your deposit and a \$150 processing fee. Deposit transferrable for up to 24 months.
- **90 to 120 days before the start date:** 50% refund of fees paid, less your deposit and a \$150 processing fee. Deposit forfeit.
- **Less than 90 days before the start date:** No refund. Deposit forfeit.

***Your spot counts as filled only after the workshop reaches full capacity and another participant signs up.** Someone who signs up while we still have open spots has not filled your spot.

All cancellations must be made in writing. We pay refunds by the same method you used to pay.

Payments for private workshops you arrange with us are not refundable.

Note: some workshops are non-refundable and none of the above applies to them. For those workshops we do not refund any payment under any circumstances. We always say so clearly on the workshop page.

Use of Name and Likeness

We reserve the right to take photographs or videos during the operation of any workshop or part thereof and to use the resulting photography in whole or in part for promotional purposes, including, but not limited to: advertising and

publicity both in print and electronic media. By booking a reservation with Art of Seeing, LLC, participants agree to allow their images to be used for such purposes; participants who prefer that their image not be used must identify themselves to the tour leader at the commencement of their trip.

International Travel Documentation

You are responsible for ensuring that you have the proper travel documents and immunizations. You should check with the respective consulate(s) or visa agencies to determine whether visas are required. Valid passports are required for international travel.

Insurance

We strongly recommend you buy travel insurance. It typically covers trip cancellation and interruption, travel delay, lost or delayed baggage, lost travel documents, medical emergencies and accidental death.

Travel insurance that covers emergency medical evacuation is required for all international workshops. Medical facilities and standards of care outside the United States may not meet US standards, and an emergency evacuation is expensive. It is not required for domestic workshops, although we strongly recommend it. Where cover is required we say so on the workshop page and in your registration materials, and we may ask you for proof of it before departure.

Third-Party Services

You understand that we rely upon third-party tour organizers, transportation providers, hotel operators and food providers to provide the services associated with the Workshops. All tickets, coupons, reservations, etc. are subject to the terms and conditions and other policies of the third-party service provider. We cannot control the actions of such third parties and do not assume responsibility for unanticipated events that may occur, including, without limitation, travel delays, lost luggage, cancellations, overbooking, and other reservation errors. You should build some flexibility into your schedule in case we need to extend the length of the Workshop or make other reasonable scheduling changes to accommodate unanticipated events such as travel delays, lost luggage, cancellations, overbooking and other reservation errors. You will not be entitled to a refund in the event of unanticipated events requiring scheduling changes. You further agree to hold us harmless from and against any liability for injury, death, damage, loss, accident, delay or irregularity that might occur in connection with any services provided by third parties.

Changes to These Terms

We update these terms from time to time. The version in force on the date you register is the one that applies to your workshop. The current version is always on our website.

Governing Law

These terms are governed by the laws of the State of Washington, without regard to its conflict of law rules.

If Part of This Does Not Hold

If a court or arbitrator finds any part of these terms unenforceable, the rest stays in force.

The Whole Agreement

These terms, together with your registration form and the workshop page, are the entire agreement between us. Anything said in conversation or email that is not written here does not change them.