



INDIAHIKES
The Indian Trekking Community

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WAIVER OF LIABILITY, RELEASE OF LIABILITY, AND ASSUMPTION OF RISK AGREEMENT

Read this Agreement carefully. A parent/guardian must sign for minors (under 18 years of age).

Assumption of Risk: I have voluntarily applied to participate in the trek on which I have registered. I am voluntarily participating in this adventure sport with the knowledge of the numerous risks and dangers involved, which include but are not limited to: dangers and risks inherent in adventure activities as trekking; negligence in any manner on the part of **Indiahikes**; emotional trauma; disfigurement; temporary or permanent disability, including paralysis; death; acts of God; the hazards of traveling in remote, unsafe or politically unstable areas or under unsafe conditions; the dangers of civil disturbances and war; forces of nature; transportation failures; equipment failures; accident or illness in remote places without access to medical facilities, transportation, or means of evacuation and assistance; unexpected events; terrorist activities, social or labor unrest; mechanical or construction failures or difficulties; diseases; local laws; climatic conditions; abnormal conditions or developments; or any other actions, omissions, or conditions outside of **Indiahikes'** control.

I acknowledge that trekking in high altitudes entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: **Acute Mountain Sickness (AMS)** which can further escalate to High Altitude Pulmonary Edema (**HAPE**) or High Altitude Cerebral Edema (**HACE**); exposure to the natural elements can be uncomfortable and/or harmful; I am aware that this exposure could cause sunburn, dehydration, heat exhaustion, heat stroke, and heat cramps; also prolonged exposure to cold can result in hypothermia, frostnip or frostbite, which can even turn fatal; exposure to potentially dangerous wildlife, insects, plants, falling rocks, landslides, accidental drowning, accidental slips and falls on snow, ice and mountainous sections is also a possibility. I also know that there is a risk of equipment malfunction or injury due to third parties. Furthermore, I understand **Indiahikes** employees are qualified, but have difficult jobs to perform. They seek safety, but they are not infallible. No one can predict the weather, the elements, the terrain or altitude sickness with 100% accuracy. I am cognizant of the basic safety rules and instructions concerning these trekking activities. I also understand that it is not the purpose of **Indiahikes** to teach safety rules. I also understand that I am responsible for the safety and good operating condition of any equipment while I use such equipment.

Preparation: I assume **full and complete responsibility** for physically preparing for the trek as prescribed in the eligibility criteria of the trek.

Representation of good health: I certify that I am in good health, have no medical, mental, physical conditions that affect my ability to travel and/or participate in the trekking expedition and have not been advised otherwise by a medical practitioner. I acknowledge that **Indiahikes** is in no way responsible for any costs related to my medical care during or after the trek.

Release of Liability: As lawful consideration of, and as part of the payment for, the right to participate in the trek, and as part of the payment for the services arranged for me by **Indiahikes**, I
HEREBY EXPRESSLY AGREE TO BE RESPONSIBLE FOR MY OWN WELFARE AND ASSUME ALL OF THE ABOVE RISKS, INCLUDING BOTH THOSE KNOWN AND UNKNOWN TO ME.

As lawful consideration of, and as part of the payment for, the right to participate in the trek, and as part of the payment for the services arranged for me by **Indiahikes**, I HEREBY EXPRESSLY AGREE TO RELEASE, DISCHARGE AND HOLD HARMLESS FOREVER **Indiahikes**, their owners, employees, affiliated entities, employees, agents, representatives, officers, directors, associates, volunteers, successors and assigns from and against any liability, actions, causes of actions, debts, suits, claims and demands of any and every kind and nature whatsoever which I now have or which may hereafter arise out of or in connection with my trek with **Indiahikes**.

I AGREE THAT THE TERMS OF THIS AGREEMENT SHALL SERVE AS A COMPLETE RELEASE AND EXPRESS ASSUMPTION OF RISK for myself, all members of my family and all minors traveling with me, my and their heirs, successors, assigns, and legal representatives. It is my intention to fully assume all risks associated with this trek and to release **Indiahikes** from any and all liability to the maximum extent permitted by law.

Indemnification: I further agree to “indemnify” (meaning to defend and to pay or reimburse) **Indiahikes** against any claim by any person, including minors, arising in whole or in part from an injury or other loss suffered or caused by me in connection with the expedition or my participation in the trek.

Agreement with the safety protocols on the trek:

a. I understand that there are chances that I may feel the effects of altitude sickness and oxygen deprivation while on this trek. I am aware that the trek leader may deem it unsafe for me to continue trekking at any time, and arrange for me to descend to a lower attitude.

b. I understand that the trek leader will conduct routine health checks at all camps to measure oxygen saturation, pulse and blood pressure. I understand that **Indiahikes** reserves the right to exclude any trekker from climbing higher on the trek without monetary refund if the trekker's vital readings are below accepted norms for that altitude. These norms are available with **Indiahikes** trek leaders.

c. I understand that this is a high altitude trek with rough, rocky and snowy terrain. I understand that **Indiahikes** reserves the right to turn around a trekker if in the opinion of the trek leader they are unable to complete the itinerary without requiring exclusive assistance. I have realistically self-assessed my fitness and suitability for this trek before registering.

Knowing and Voluntary Execution: I have carefully read and understand the provisions and legal consequences of this agreement, and I hereby agree to all of its conditions. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I understand that in calculating the cost of the trek, **Indiahikes** has relied on my consent to these terms and their enforceability. Without this agreement, **Indiahikes** would not be able to offer these services. I agree that execution of a electronic transmission of this agreement shall be deemed execution of the original agreement.

I agree that electronic transmission of an executed copy of this agreement shall constitute acceptance of this agreement.

Signature (18 years of age or older) _____ Date _____

Name: _____

Emergency contact number: _____ Related by (only blood relative or spouse)

Minors under 18 years of Age –A Parent or Legal Guardian Must Sign This Agreement on the Minor's Behalf. The Parent or Guardian Must Submit Their Own Signed Agreement Separately if Also Participating in the trek.

I am the parent or legal guardian of the minor. I understand the legal consequences of signing this Agreement, including a) releasing **Indiahikes** from all liability on my and the minor's behalf, b) promising not to sue on my and the minor's behalf, c) assuming all risks of the minor's participation in the trek, and d) indemnifying **Indiahikes**. I understand that I am responsible for the obligations and the acts of the identified minor as described in this document. I agree to be bound by the terms of this document. I have read this agreement in its entirety, and I am signing it freely. No other representations concerning the legal effect of this document have been made to me.

Signature of Participant's Parent/Guardian _____ Date _____

Name of Participant's Parent/Guardian: _____

Name of Minor: _____