

WAIVER OF LIABILITY, RELEASE OF LIABILITY & 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 on which I have registered. I have voluntarily applied to participate in the trek on which I have registered in this Covid 19 pandemic situation. I am voluntarily participating in this adventure sport with the knowledge of the numerous risks of Covid 19 on which I have registered. The risk includes to get the exposure to Covid 19 Virus; Get any kind of symptoms of Covid 19 as mentioned by WHO; Partial or complete Failure of any human organ system; Death 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 XploIndia; 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 XploIndia's 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 XploIndia 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 XploIndia 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 XploIndia is in no way responsible for any costs related to my medical care during or after the trek.

COVID 19 HEALTH DECLARATION: I certify that I'm in good health. I am not residing in any containment zone. I am not suffering from any fever, cough, or any respiratory distress. I am not under quarantine. If I ever develop any of the above mentioned symptoms I will immediately contact the concerned health authorities. I have not tested COVID19 positive in the last two weeks.

I am eligible to travel as per the extant norms. I will make my mobile number/ contact details available to XploIndia, whenever required by them. I will adhere to the health protocol prescribed by the State Governments.

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 XploIndia, 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. I ALSO HEREBY EXPRESSLY AGREE TO RELEASE, DISCHARGE AND HOLD HARMLESS FOREVER XPLOINDIA, 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 XploIndia.

INDEMNIFICATION : I further agree to "indemnify" (meaning to defend and to pay or reimburse) **XPLOINDIA** 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 altitude.
- 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 XploIndia 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 XploIndia's trek leaders.
- c. I understand that this is a high altitude trek with rough, rocky and snowy terrain. I understand that XploIndia 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.
- d. I understand that drinking, smoking and taking any recreational drugs is strictly prohibited on the trek. I understand that I will be sent down from the trek if found using it.
- e. I understand that there are chances that I may get exposure to covid 19 virus & feel the symptoms of Covid 19 on this trek. I'm aware that the trek leader may deem it unsafe for me to continue trekking at any point of time.

I understand that XploIndia reserves the right to isolate any trekker or the entire Group of Trekkers in any point of the trek if any Trekkers or any other person to whom the Trekkers have come in contact with, who has shown any kind of symptoms of Covid 19.

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, **XPLOINDIA** has relied on my consent to these terms and their enforceability. Without this agreement, **XPLOINDIA** would not be able to offer these services. I agree that execution of an 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.

Emergency contact number:

Your signature (18 years of age or older)

Emergency contact name & relationship to you:
(only blood relative or spouse)

Your name:
Date:

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 XploIndia 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 XploIndia. 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 Minor Participant's Parent / Guardian:

Date:

Name of Participant's Parent / Guardian and contact number:

Name of Minor: