

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 World of Hikes; 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 World of Hikes' 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, heatstroke, 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 World of Hikes' 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 World of Hikes 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 World of Hikes 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 World of Hikes, 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 World of Hikes, I HEREBY EXPRESSLY AGREE TO RELEASE, DISCHARGE AND HOLD HARMLESS FOREVER World of Hikes, 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 World of Hikes.

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 travelling 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 World of Hikes 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) World of Hikes 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 World of Hikes 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 World of Hikes trek leaders.

c. I understand that this is a high altitude trek with rough, rocky and snowy terrain. I understand that World of Hikes 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 on the trek.

Knowing and Voluntary Execution: I have carefully read and understood 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, World of Hikes has relied on my consent to these terms and their enforceability. Without this agreement, World of Hikes would not be able to offer these services. I agree that the execution of 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.

Flexibility: I acknowledge that this is an adventure sport. I understand that the nature of the sport lends itself to alterations in services and itineraries. I agree that the World of Hikes will take the decision to change the route, schedules, accommodations, activities, amenities and mode of transportation without prior notice due to unforeseeable circumstances or events outside the control of World of Hikes (including but not limited to flight cancellations, strikes, political events and entry or border difficulties).

Travel Documents: I am responsible to obtain information about and to have in my possession all the required documentation and identification required for entry, departure and travel.

I understand that I might be asked to submit proof of identification and travel documents by officials anytime during my travel in the country or during the trek for verification. World of Hikes is not responsible for my failure to show the documents required.

World of Hikes is also not responsible for any loss, theft or damage to my personal travel documents.

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 World of Hikes 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 World of Hikes. 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

Name of Minor