

ADVENTURE RISHIKESH

Laxmanjhula, Near Gramin Bank

(Pauri Garhwal) Uttarakhand

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[www. Adventurerishikesh.com](http://www.Adventurerishikesh.com)

ADVENTURE ACTIVITY ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

In Favor of Himalayan Travels and its directors, officers, employees, contractors, associates, units and agents (the "Provider")

By the Participant being the person whose details are entered on next page and that person's legal personal representatives, executors, administrators, successors and assigns (the "Provider")

In consideration of "The Provider" (Himalayan Travels) me to participate in River Rafting, Trekking, Camping and other associated adventure tours/activities referred to in Agreement "Recreational Activities" I THE PARTICIPANT, AGREE AS FOLLOWS

MEDICAL CONDITIONS

I Warrant that:

1. I am not presently receiving for any illness, disorder, condition, or injury which would render it unsafe for me to participate in the Recreational Activities.
2. Consent to any medical treatment which may be deemed necessary by the provider in the event of injury or illness during the course of undertaking the Recreational Activities, I agree to indemnify the Provider in respect of the cost of the treatment.

ACKNOWLEDGMENT, ACCEPTANCE OF RISK AND RISK WARNING

I voluntarily choose to participate in the recreational activities fully accepting that the participation in such risks may cause PERSONAL INJURY OR DEATH TO MY AND TO PERSONS FOR WHOM I AM RESPONSIBLE FOR SUPERVISION AND CARE. The information I have provided in this document is true and correct and understands that The Provider is relying on that information in allowing me to participate in the Recreational Activities. I acknowledge that Recreational Activities can be dangerous

and involve a significant degree of physical exertion and physical risk and non- physical risk. Some of those risks also include:

1. Exposure to the natural elements which can be unpredictable and potentially harmful or fatal including slippery or uneven rocks and tracks, storm, wind, tide, current, heat and flora and fauna act.
2. Recreational Activities are conducted at locations that are remote in time, distance and/or accessibility from any medical treatment facility.

RELEASE & DISCHARGE

I unconditionally release "The Provider" TO THE EXTENT PERMITTED BY LAW in respect of all, losses, damages or costs that may arise from any act, omission, default, failure or error on the part of "The Provider" (including any negligent act, omission, default, failure or error) in relation to personal injury or death of myself and/or any minor for whom I have supervision and care, occurring Wholly or partially during the course of the Recreational Activities, including while in transit to or from such Recreational Activities.

INDEMNITY

I will indemnify and keep indemnified "The Provider" against all claims, losses, damages, or costs that may be made by any person for whom I am responsible for supervision and care as well as persons who may make claims on my behalf as a result the circumstances. If despite above terms, it is found that "The Provider" is liable to compensate me then such liability is limited to the cost of providing the service, in respect of which the liability arises, again.

STATEMENT OF UNDERSTANDING

I acknowledge that I HAVE READ & UNDERSTOOD the matters set out in the document and affirm I am of lawful age and legally competent to give this waiver, release and indemnity. I am not under the influence of alcohol or any drugs. I will follow the safety directions of "The Provider" I understand that this Agreement is contractual of nature and has legal effect and is not only a warning or provided for information. I have signed this document of my own free will and without any representation or inducement by "The Provider" I understand that Participant's personal belongings can be lost or damages whilst undertaking the service. To the extent permitted by law, the Participant acknowledges

and accepts all risk for any personal belongings during the Recreational Activities, including whilst in transit to and from such activities.

The undersigned agrees that any and all claim for injury and/or death arising from the participants participation in the activity shall be govern by Indian law and any claim shall be in the district of Pauri Garhwal (Uttarakhand)

ACTIVITY FOR WHICH AGREEMENT SIGNED RAFTNG / TREKKING/ CAMPING/ KAYAKING/ OTHERS

DATE:	FROM	TO
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DETAIL OF PARTICIPANTS

S. No.	Name & Address with Contact No. of Participants	Gender/Age	Contact No.	Nationality	E-mail	Signature
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

GUARDIAN DECLARATION FOR MINOR IN ABOVE PARTICIPANT'S LIST, IF ANY:

S. No.	Name & Address of Guardian/ Parent	Sex & Age	Contact No.	Nationality	Relation with Participant	Signature
1						
2						
3						
4						
4						

