

EXPEDITION HIMALAYA

Acknowledgement of Risk, Waiver & Release

Acknowledgement of Risk

Nabin Trital, Da Gelje Sherpa and Dorje Sherpa of Expedition Himalaya Private Limited, Nepal have done everything possible within the budget of the trip to ensure that all trips provide clients and members with a rewarding and relatively safe experience. However, you must acknowledge that adventure travel, treks, trek-climbs and expeditions are all inherently dangerous. The same elements that contribute to the adventure of trekking or climbing such as the physical exertion or the risk can also cause loss or damage to gear, injury, illness, or in extreme cases, death.

While travelling, trekking and/or climbing, there are risks to be encountered which you should be aware of:

We travel in local transport that will not be up to the standards of developed countries. Buses are old and rough, including our hired transport. Roads are rough and sometimes non-existent. Driving standards are very different - much worse - than western standards. Conversely, vehicles travel at much lower speeds. The risk of accidents is low in Nepal but higher in India and Pakistan. Injury from the bumps and shaking is rare but possible. Where possible we minimise these risks and discomfort by taking domestic flights.

Domestic flights are mostly in small 16-19 seats twin-engine propeller aircraft with local pilots. The planes are well-maintained but conditions are difficult. The rural airstrips are rough, rarely flat and have no radar facilities. All flying is visual. There is an extremely low risk of snapped undercarriages and flying into a mountain in the clouds, however the safety record with tourists is surprisingly good.

While trekking, climbing and camping, you should carry adequate water, sun protection and clothing appropriate to the conditions. We provide equipment lists and will answer any questions about gear that you may have prior to the trek and also on the trail.

While trekking you will be traversing rugged terrain: high mountain passes, snow and ice, exposed and rough trails, routes threatened by avalanches and landslides and crossing streams and rivers by rough bridges or slippery rocks. There are risks of falling, rock fall, landslides, collapsing bridges and exposure. Climbing mountains is inherently dangerous. There are unavoidable risks of avalanche, rock fall, serac and icfall collapses, climbing protection failing, falling in crevasses, falling, hypothermia and extreme weather conditions. You may be

climbing on ropes that are old with strength degraded, ropes that have been fixed by amateurs, ropes and protection that may have been placed incorrectly according to best practice. You may be crossing hidden or open crevasses without protection.

There are also dangerous animals, dangerous plants, and dangerous insects. Any wild and domestic animal you encounter can be dangerous, including the yaks, dzopkios and horses that carry our bags on some treks. Nepal and India have dangerous bears, tigers, leopards and other animals; however the risk of an incident is extremely low, for example bears are rarely encountered, unlike in the USA. In Nepal stinging nettles are a problem and we will point them out at the first opportunity.

Water should be purified or treated before drinking. This includes ALL tap water in cities, towns and villages, and all stream water. On glaciers and with snow melt we will advise. Cleaning your hands before eating and after toilet functions is critical in maintaining good health.

You will travel, trek and/or climb to extreme altitudes. Altitude sickness (Acute Mountain Sickness: AMS) is a significant risk. Altitude sickness occurs when your body cannot properly adapt to the lower amounts of oxygen found in the air at high and extreme altitudes. Acclimatisation is the process by which the body adapts. Most people suffer some form of mild altitude sickness and most people can acclimatise to high altitudes, but not everyone. The key is to ascend slowly, over a period of days and to drink plenty of water. Altitude sickness can develop into High Altitude Pulmonary Edema (HAPE) and High Altitude Cerebral Edema (HACE), which can be fatal if not treated quickly. Treatment is rapid descent to a lower altitude.

Traveling, trekking and climbing at high (above 2,400m) and extreme altitudes carries numerous risks not yet fully understood. It does affect men's fertility for a period of at least several months, making them less fertile or infertile. It does thicken the blood increasing the risk of blood clots, even if you stay fully hydrated. The lower levels of oxygen in the bloodstream do affect the brain, heart and other organs in ways not yet understood.

Western-standard hospital care is often not available although there are some professional clinics in Kathmandu and Delhi. While trekking and travelling, you may be several hours to several weeks from any medical facility. Helicopter rescue is available in Nepal and sometimes in India if you are insured for this. The helicopter will not take off until payment for services is arranged. Helicopter rescue is unavailable in Tibet.

Decisions made by the leader and participants (team members/clients) in a wilderness setting are based on a variety of factors, perceptions and evaluations which, by their nature, are imprecise and subject to errors in judgment. Throughout the tour participants are responsible for their own safety and must show consideration for the safety of other members of their group.

This list is not an exhaustive list of possible injuries, or accidents that may occur while travelling, trekking or climbing. Most of these injuries are rare and you are not likely to encounter them; however they have occurred and you must be aware of the risks.

Waiver, Release and Indemnification

In the following agreement 'The Organisers' means your foreign agent (if any), Expedition Himalaya (P) LTD. and Nabin Trital, Da Gelje Sherpa, Dorje Sherpa, their agents and employees.

I certify that I am fully capable of participating in a travel, trekking or trek-climb programme. I state that I have read the above statement on some of the possible risks.

Therefore, I assume full responsibility for myself for bodily injury, death and loss of or damage to personal property and any expenses incurred as a result of my negligence, or the negligence of The Organisers. I also understand that The Organisers reserve the right to refuse any person they judge to be incapable of meeting the rigours and requirements of participating in travel, trekking or trek-climbs. I am in good physical condition and able to undertake this trekking.

I certify that, to my knowledge, I do not have any medical condition that would prevent my participation in this travel, trekking or trek-climb. I hereby give permission for transportation to any medical facility or hospital and I authorise any guide or medical personnel to render emergency medical care for myself.

I and my heirs agree to indemnify and hold harmless The Organisers and other participants from all claims, damages, losses, injuries and expenses arising out of or resulting from my participation in these activities. I further agree to release, acquit and covenant not to sue The Organisers and/or other participants for all actions, causes of action, claims or damages of whatever kind, including the negligence of The Organisers' and/or other participants, arising out of participation in this programme. In short, I cannot prosecute or sue The Organisers and/or other participants, and if I do, I cannot collect any money.

I agree to the site of any lawsuit and the law governing any such lawsuit shall be Nepal and governed by Nepalese law. The terms of this agreement shall continue and be in effect after the trip has ended.

I agree that if The Organisers are forced to defend any action, lawsuit or litigation by myself, my executors or my heirs on my family's or my behalf, my heirs or executors and I agree to pay The Organisers all costs and legal fees if they successfully defend such action, lawsuit or litigation.

This is a legal document. Please read and understand this document before signing.

Signature

Date

I have read and understood this waiver and release legal document.

Your full name:

Passport number:

Your email address:

BOOKING CONDITIONS – CONTRACT

[\(http://expeditionhimalaya.com/information/booking-conditions/\)](http://expeditionhimalaya.com/information/booking-conditions/)

1. It is important to note that our trips are adventure tours and as such, a degree of flexibility is required.

The outline itineraries given for each trip must be taken as a guideline of what each group should accomplish and not as a contractual obligation on the part of Expedition Himalaya. Expedition Himalaya cannot be held responsible for any delays or changes to the itinerary due to: international or domestic flight delays or cancellations; government regulations; political conditions; strikes; mechanical break-down; border restrictions; sickness; injury; death; natural events eg. Exceptional weather conditions, floods, landslides etc; or other unforeseeable circumstances. In such cases, Expedition Himalaya shall be responsible for providing suitable alternatives which shall be decided upon mutual agreement. If agreement cannot be reached, Expedition Himalaya shall be liable for refunding clients outstanding trip costs after deduction of expenses already incurred.

2. Your booking will be confirmed by email once Expedition Himalaya has received a deposit of USD 300 (USD 1,000 for 8000-metre peak expeditions) and a signed copy of the booking form and contract. The balance cannot remain due for more than 6 weeks prior to departure. If you book a tour with Expedition Himalaya later than two weeks prior to departure, full payment must be made within 7 days of confirmation by us.

3. If you cancel your booking prior to departure, the following scale of charges will apply:

| DATE OF CANCELLATION | CHARGE INCURRED |
|--------------------------------------|--|
| 2 months before departure | loss of deposit (USD 500) – (USD 1000 for 8000m) |
| 30 days to 2 months before departure | 20% of total trip cost |
| 15 to 29 days before departure | 50% of total trip cost |
| Less than 15 days before departure | 80% of total trip cost |
| Less than 10 days before departure | 100% of the trip cost |

4. Expedition Himalaya shall not be liable for any refund to clients who, for whatever reason, choose not to complete a trip. In such an event, the client will have to meet all accommodation and any other additional costs incurred as a result of his/her decision to leave the trip early. No refunds will

be given for unused services in the event of changes made to the itinerary because of exceptional weather, flight cancellations, sickness or other unforeseeable circumstances.

5. The tour will not be cancelled unless we are forced to do so because of unusual or unforeseeable circumstances (force majeure), such as a major natural disaster, major political unrest or war.

If we cancel the tour we will refund all payments made to us, ie including the deposit. We shall not be liable to refund any additional expenses that you may have incurred (such as insurance, visas, vaccinations, bank charges and other incidental costs).

6. Before joining the tour we recommend that clients take out travel insurance. This should include adequate cover for baggage, medical expenses, cancellation, helicopter evacuation and emergency repatriation. If you do not have travel insurance, you must have a credit card with at least a USD 5,000 limit.

7. On an active group holiday it is necessary that you abide by the authority of the leader, who represents the company. If you commit any illegal act when on the holiday or if in the reasonable opinion of the leader your behaviour is disruptive, threatening or abusive or is causing or likely to cause danger, distress or annoyance to others we may terminate your travel arrangements without any liability on our part.

8. Should you have a complaint regarding our tour leader or you are not satisfied with the response, please notify us in writing within 15 days of completion of the tour. We shall try to agree on a settlement. This process shall be governed by the laws of Nepal.

9. Our itinerary is an indication of what the group should accomplish, but note contractual obligation changes may be made because of exceptional weather, flight cancellation or other unforeseeable circumstance. No refund is given for unused service.

10. When you make your booking it is implied and accepted that you have read and understood all these booking conditions and agree to abide by them.

Signature

Date