

Himalayan Treks | Backpacking Expeditions | Wildlife Tours | Treks in Western Ghats | College & Corporate Tours

ENROLMENT FORM

| Name of Trek / Tour: | Date of Trek / Tour: |
|-----------------------------------------------------------------------------------------------------------------|--------------------------|
| Participant Details: | |
| Full Name: | |
| Address: | Photo of |
| | |
| Age: Gender: Blood Group: | |
| Mobile No: (Whatsapp) | |
| Emergency No & Name and Relation: | |
| Email ID: | |
| Any Previous Medical Condition: | |
| | |
| Place:, | |
| Date:/, | Signature of Participant |
| | |
| | |
| Risk Certificate | |
| | elow 18 years |
| NOTE: Any indemnity and/or declaration as prescribed a person under the age of 18 years, shall be countersig | |
| guardian whose full name and address shall be given: | |
| Name & Full Address: | |
| Signature of Parent/Guardian: | |







Himalayan Treks | Backpacking Expeditions | Wildlife Tours | Treks in Western Chats | College & Corporate Tours

INDEMNITY & DECLARATION [TERMS AND CONDITIONS]

- I, the undersigned, do hereby understand that, being at outdoors and at adventures has its own charm. However, it also brings its share of hazards*. It is important that even though the best of equipment is involved and all the logistics being taken care of, participants and their parents/guardians must be aware of the realities of the many possible hazards in undertaking any adventure activity which may be caused due to several events**
- 2) The best way to minimize such risks is to be conscious of them and act proactively. Keep learning at every opportunity and leave all egos at home. Enjoy the outdoors for yourself, never for anyone else's opinion. It is understood that for safety of all members of the team, every participant must be committed to the highest standards of safety and responsible behaviour. Failure to do so could result in immediate removal from the activity in question. All instructions detailed by the leader/ instructor/ facilitator must be adhered to at all times.
- 3) I declare that, <u>I am medically fit</u> and I am participating in the program, perfectly aware of the risks involved and have been duly examined by a qualified doctor. I have on my own volition accepted to go for the adventure activity.
- 4) I have made the payment for the aforementioned trek / activity and I accept the terms of refund policy of MountainFit as informed to me during my enquiry and as published on the website.
- 5) I acknowledge that trekking in high altitudes entails known and unanticipated risks which could result in fateful injuries***. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. Furthermore, I understand MountainFit 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 MountainFit 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. Discharge 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 MountainFit, 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 MountainFit, I HEREBY EXPRESSLY AGREE TO RELEASE, DISCHARGE AND HOLD HARMLESS FOREVER MountainFit, 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 MountainFit. 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 MountainFit 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) MountainFit 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. 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, MountainFit has relied on my consent to these terms and their enforceability. Without this agreement, MountainFit would





MRUNTAINFIT

Himalayan Treks | Backpacking Expeditions | Wildlife Tours | Treks in Western Ghats | College & Corporate Tours 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.

*Sudden change in, and extremes of, weather conditions; Equipment Failure; Natural calamities like Land Slides, Floods, Avalanches etc.; Falls on steep or difficult terrain, that is dangerous or difficult to negotiate, including dense bushes, rough and slippery ground including sand and rock; River crossings; Getting lost in remote or inaccessible areas; Encounters with wildlife; Bites from insects and reptiles; All other risks, hazards and dangers associated with outdoor activities; Discomfort due to travel to and from activities. May lead emotional trauma, to 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; accident or illness in remote places without access to medical facilities, transportation, or means of evacuation and assistance; unexpected events; terrorist activities, social or labour 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 Mountainfit's control.

**Inappropriate or inadequate equipment or clothing; Poor or inadequate physical fitness or health; Failure to obey the directions of instructors or leaders or facilitators; Failure to exercise good judgment or due care and attention.

***Physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. 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); sunburn, dehydration, heat exhaustion, heat stroke, and heat cramps; Prolonged exposure to cold can result in hypothermia, frostnip or frostbite; 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.

| Name: | _ Contact: |
|-----------------------|------------|
| Emergency Contact No: | |
| Name & Relation: | |
| Date: Place: | |

Signature of Participant



