

Acknowledgement and Express Assumption of Risk and Contract

Please read and understand this document before signing. If you have any questions please consult us. Please inform to your spouse or family member if need. If you are signing as the parent or legal guardian (hereinafter “parent”) for a minor (under the age of 18) you agree to read, to have minor read and if necessary, explain to minor the nature and terms of this agreement as well as all the risks herein and of the activity.

ACKNOWLEDGMENT AND EXPRESS ASSUMPTION OF RISK

You, the client, need to understand that you are going to be entering an environment with significant hazard and risks, including those associated with living, camping, traveling out of doors, and traveling in foreign countries that may be politically unstable, worldwide dangers associated with the war on terrorism, and with the forces of nature.

Risk travel is by vehicle, animal, bus, and on foot - Attendant risks include vehicle accidents, falling, drowning, and others usually associated with such travel, as well as environmental risks. Travel by foot is over rocky irregular trail and off-trail terrain, including boulder fields, downed timber, river crossings, high mountain passes, snow and ice, glaciers, steep slopes, and slippery rocks. You assume the risk of all travel arranged by yourself or Asian Hiking Team.

Risk Environmental - include rapidly moving, deep or cold water, insects, snakes, and predators including large animals, falling and rolling rock, lightning, avalanches, flash floods, and unpredictable forces of nature, including weather that may change to extreme conditions without notice. Additional risks are frostbite, high altitude illness, sunburn, heatstroke, dehydration, and other mild or serious conditions.

Camping meals and tented camp - camping meals are prepared over stoves and sometimes-open fires. Water often requires purify before use. Camping hazard may include burns, tent fires, carbon monoxide poisoning, cuts, diarrhea and flu-like illness.

Climbing and Mountaineering are risk - The obvious accidents that occur in climbing are falling while climbing, whether you fall only a few feet, part way down the mountain, or all the way to the bottom. As you fall you may hit objects or the terrain in your path. If a rope stops your fall, the jolt from the rope may cause injury. Falling to the ground may cause serious injury from any height. Rocks, ice, snow, climbing equipment and even people may fall and hit you as you are standing or while climbing. The rock or ice to which you are holding or to which you have placed protection may break, causing you to fall or causing your protection to pull out from the rock or ice. As you climb you may pull out protection from the rock or ice. You may experience injury from holding on to the rock or using equipment. You may also experience rope burns from handling the rope. There are many hazards associated with snow, ice, and glacier climbing. Ice climbing is a technical activity involving the use of technical equipment including ice axes and crampons. Ice axes must be used properly to be effective and to prevent injury to you or other people. Crampons have sharp points on the bottom and front of the boot. These points are dangerous to you and other people. Ice climbing involves cold, water, and steep terrain. Ice is constantly falling and can cause injury if you are hit. Other objects may fall and hit you due to thawing or being knocked down by the ice or other climbers.

Avalanches and landslide - An avalanche is snow and ice that has released from the mountain and is moving down the mountainside. If you are trapped in an avalanche you can be injured or suffocated by the avalanche or trapped in the avalanche, which may kill you. The avalanche debris may force you into a collision with other immovable

objects, which might injure or kill you or you may be forced into a crevasse or over a cliff. Crossing crevasses or walking over snow bridges covering a crevasse can lead to a fall into a crevasse. Falling into a crevasse can cause injuries due to the fall or objects hitting you during and after your fall. You may also be injured while stopping in the bottom or wedging into the sides. Once in a crevasse you will be subject to cold and hypothermia. Another aspect of glacier travel to be aware of is the danger from seracs, large blocks of ice or snow you may need to walk near or around. Many times while crossing glaciers or hiking in the mountains, you will be in an area where seracs or ice can fall, injuring or killing you.

High Mountain Sickness - Altitude sickness is the term used to describe the effects on a human body at altitudes higher than the person is accustomed to. Altitude sickness is usually associated with nausea, headaches and a loss of appetite. Altitude sickness can lead to conditions that may result in death. You must understand that the mountaineering expedition or high land trekking in which you are about to participate includes a high degree of risk of hypothermia. High Altitude Pulmonary Edema (HAPE) and High Altitude Cerebral Edema (HACE) occur when you are at altitudes and have not acclimated properly. HAPE and HACE can be fatal if not recognized and treated quickly. Hypothermia is the name for a medical condition where the core body temperature drops to a point that the body is unable to maintain and heat itself. Hypothermia can quickly result in death.

Decisions are made by the ASIAN HIKING TEAM staff and Clients - on a high altitude expedition based on a variety of perceptions and evaluations, which by their nature are imprecise and subject to errors in judgment. Client understands and agrees to abide by these decisions. However, the Participant must exercise their own ability and thought in keeping safe and secure, and is solely liable for their safety and that absent direction from ASIAN HIKING TEAM it is his or her decision to travel, return home or descend at any time. Throughout the trip, client is responsible for his or her own safety and for the safety of other members of their trip. Client agrees to adhere to all decisions made by the employees, contractors, guides, owners, Leader and members of ASIAN HIKING TEAM at all times. Client understands that those decisions may be based on many factors, including the overall safety of the group. Client understands and agrees to those decisions, which are in fact the way most professionally conducted high-altitude expeditions or trekking operate. There is a high level of stress and anxiety while undertaking any mountaineering expedition. In addition you may encounter or see sights, which may disturb you. It is also possible that some Clients will suffer mental anguish or trauma from the experience or their injuries.

This list is not an exclusive or exhaustive list of possible risks, injuries, trauma, or accidents that may occur while mountaineering or trekking. Most of these injuries are rare and you are not likely to encounter them, however they have occurred and you need to know about them, as well as other possible injuries not mentioned above. Some injuries occur more often when the Clients are using illegal drugs or alcohol or are not physically able to undertake the expedition, so the use of illegal drugs or alcohol will not be permitted on the trip while engaged in climbing or mountaineering.

CONTRACT, WAIVER, RELEASE AND INDEMNIFICATION

I certify that I have read, understand, accept and acknowledge the risks and liability for me or my family.

I am fully capable of participating in that program. I state that I have read the above statement on some of the possible risks in trekking and mountaineering, and I voluntarily accept them. Therefore, I assume all risks in participating in this activity, including but not limited to those listed above, for myself, for bodily injury, death and loss of personal property and any expenses as a result of my negligence, negligence of my family, negligence of another clients or the negligence of ASIAN HIKING TEAM, its guides, agents and employees. I also understand that



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ASIAN HIKING TEAM reserves the right to refuse continued participation in the expedition to any person it judges to be incapable of meeting the rigors and requirements of participation.

I further agree to release, acquit and covenant not to sue ASIAN HIKING TEAM for any and all claims, causes of action or damages, or remedies in equity of whatever kind, including those alleging the negligence of ASIAN HIKING TEAM, other participants, my family, minor children, spouse, dependent parents, myself, or my heirs, against ASIAN HIKING TEAM arising out of clients in this expedition or tour. In short, I cannot sue ASIAN HIKING TEAM and if I do, I cannot collect any money.

I agree to indemnify and hold harmless ASIAN HIKING TEAM from all claims, damages, losses, injuries and expenses arising out of or resulting from my family's or my participation in these activities. This indemnification extends to the members of my immediate family, minor children and spouse and dependent parents in my household. In consideration of my being able to participate in the activity I agree to indemnify and hold harmless ASIAN HIKING TEAM for any costs associated with my death or with any injury I may receive, or transportation not covered in the itinerary due to my death or injury or early departure.

I hereby authorize any medical treatment or rescue deemed to be necessary I hereby give permission for transportation to any medical facility or hospital and I authorize for necessary emergency medical care for myself. I agree to pay ASIAN HIKING TEAM's costs and attorney fees if they successfully defend such action, lawsuit or litigation.

I fully assume all the risks and release Asian Hiking Team Pvt. Ltd., its agents, associates and suppliers from any responsibility.

I, _____(Clients full name), of my own, assigns and I have read, understand, accept and acknowledge the risks and liability for myself and my family.

If under 18, Parent must also sign:

Signature: _____ Date _____

Parent please print full name: _____