



RISK WARNING ACKNOWLEDGMENT AND ASSUMPTION OF RISK RELEASE AND INDEMNITY

WARNING -THIS IS AN IMPORTANT DOCUMENT WHICH AFFECTS YOUR LEGAL RIGHTS AND OBLIGATIONS. READ IT CAREFULLY AND DO NOT SIGN IT UNLESS YOU ARE SATISFIED THAT YOU UNDERSTAND IT. IF YOU HAVE ANY QUESTIONS PLEASE ASK OUR REPRESENTATIVE. RECREATIONAL ACTIVITY PROVIDER: Keep Walking Nepal Treks and Expeditions Pvt Ltd
PARTICIPANTS NAME: _____

WARNING AND ACKNOWLEDGMENT OF RISKS. INJURY AND OBLIGATIONS

I acknowledge that the activity I am to undertake over the periodis a recreational activity that may involve a risk of harm (the "activity") and that by participating in it I am exposed to certain risks.

I further acknowledge that I am not required to engage in the activity. **I ACKNOWLEDGE AND UNDERSTAND** that whilst participating in the activity:

- The activity may cause injury, physical or mental, or cause death.
- Personal property may be lost or damaged.
- Other persons participating in such activity may cause me injury or may damage my property.
- Injury may be caused to other persons or their property may be damaged.
- The conditions in which the activity is conducted may vary without warning.
- Injury, physical or mental, or death or damage to property may result from the negligence of, or breach of an express or implied term of a contract by, the Recreational Activity Provider.
- There may be no or inadequate facilities for treatment or transport in the event of injury.
- The person participating in the activity assumes the risk of and responsibility for any injury, death or property damage resulting from participating in the activity.

RELEASE AND INDEMNITY TO THE RECREATIONAL ACTIVITY PROVIDER

IN CONSIDERATION of my payment for participating in the activity (and except to the extent that the same may be precluded by statute) **I AGREE THAT** with the Recreational Activity Provider as follows: 1. I participate in the activity at my own risk and responsibility. 2. I have received a risk warning in relation to the recreational activity. 3. I hereby release and hold harmless the Recreational Activity Provider, its servants and agents, from and against all and any actions, demands, suits, proceedings or claims which may be made by me or on my behalf or by other parties on my behalf for or in respect of or arising out of any injury, loss, damage or death caused to me or my property whether by negligence, breach of contract, breach of any express or implied warranty that the recreational services or activity will be rendered with reasonable care or skill, breach of any statute or statutory duty or in any way whatsoever. 4. In the event that I am injured or my property is damaged, I will bring no claim, or commence any legal proceedings, against the Recreational Activity Provider in respect of that injury or damage. 5. I hereby indemnify and keep indemnified the Recreational Activity Provider from and against all and any actions, demands, suits, proceedings or claims that may be brought or made against the Recreational Activity Provider by any person by reason of or in respect of any act, default or neglect by me in participating in the recreational services or activity or in any way whatsoever relating thereto or arising therefrom and from and against any costs and expenses that may be incurred by that person in connection with such actions, demands, suits proceedings or claims. Before signing this document, I have read and understood it and know that it affects my legal rights.

SIGNED BY: _____ **DATE:** _____

GUARDIAN'S NAME: _____

GUARDIAN'S SIGNATURE: _____ **DATE:** _____