

Waiver Agreement
Between
Trekking/Peak/High Mountain Climbing Expedition Participant
and
Peak Fifteen Adventure Pvt.Ltd.,Nepal.

In consideration of the Trekking/Peak/High Mountain Climbing Expedition services provided by **Peak Fifteen Adventure Pvt. Ltd.**, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "**Peak Fifteen Adventure Pvt.Ltd.**"), I hereby agree to release, indemnify, and discharge **Peak Fifteen Adventure Pvt.ltd.**, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. Acknowledgement of Risks

I acknowledge that trekking/ peak climbing and high mountain mountaineering entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, property, or third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: the hazards of walking on uneven terrain and slips and falls; being struck by rock fall, icefall or other objects dislodged or thrown from above; the use of climbing ropes and equipment; the forces of nature, including lightning, weather changes and avalanche; the risks of falling off the rock, mountain or into a crevasse; the risks of exposure to insect bites; encounters with animals and wildlife; the risk of altitude and cold including hypothermia, frostbite, acute mountain sickness, cerebral and pulmonary edema; travel in remote areas with poor or no access to emergency and/or medical services; consumption of food or drink; and improper lifting or carrying; my physical condition, and the physical exertion associated with this activity.

Furthermore, **Peak Fifteen** Adventure's employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. Voluntary Participation

I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate despite the risks.

3. Release and Indemnification

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Peak Fifteen from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of Peak Fifteen's equipment or facilities, including any such claims which allege negligent acts or omissions of Peak Fifteen Adventure.

4. Legal Fees

Should Peak Fifteen or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. Insurance and Assumption of Risk

I certify that I have adequate insurance to cover any injury or damage. I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. Jurisdiction and Venue

In the event that I file a lawsuit against Peak Fifteen Adventure, I agree to do so solely in the state of Nepal, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. 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.

7. Cancellation and Refund Policy

I understand that I must provide Peak Fifteen Adventure with a valid written notice via email a minimum of 30 days prior to the trip departure date for any cancellation. Cancellation is valid only after receiving approval from Peak Fifteen Adventure. For cancellations made 30 days or more prior to the trip departure date, 30% of the trip amount will be deducted from the advance paid, and the remaining amount will be refunded. For cancellations made less than 20 days prior to the trip departure date, a 100% charge is applicable (no refund policy). If I cancel the trip and need to submit a claim to my insurance company, Peak Fifteen Adventure will provide supporting documentation such as receipts for monies paid.

8. Rescheduling Policy

I agree to provide Peak Fifteen with written notice, including reasons for my inability to travel, via email at least 30 days prior to the trip departure date if I wish to reschedule. If I am preponing the trip, I will notify Peak Fifteen in writing at least 30 days prior to the new departure date. I understand that a fee of **10% of total cost** per person will be charged for postponing, preponing, or transferring the trip to another person, provided it is done no less than 30 days prior to the trip departure date. I acknowledge that I am responsible for finding another person if I wish to transfer my trip.

9. Incomplete Trip

I understand that in case of any failure to complete the trip, for whatever reason, Peak Fifteen Adventure is not liable for any refunds for any meals, accommodation, or services not used during the trip. Furthermore, if I commit any unlawful act under the laws of Nepal during the trip and am compelled to leave, Peak Fifteen Adventure is not liable for any refunds.

10. Passport and Visas

I acknowledge that a valid passport with a minimum validity of 6 months from the return date is required. I understand that obtaining a Nepalese visa is my responsibility and can be acquired from the Nepalese Embassy or Consulate in my country or upon arrival at Kathmandu Airport or any other port of entry. I agree to bear all visa-related costs.

11. Risk and Liabilities

I understand that Peak Fifteen Adventure conducts trips like trekking, peak climbing, high mountain climbing are following the rules and regulations of the Tourism Board of Nepal and other prevailing laws of Nepal. Peak Fifteen Adventure will not be responsible for changes in itineraries due to unforeseen circumstances beyond their control, including but not limited to changes in government rules, local politics, government restrictions, bad weather, health conditions, road blockages, flight delays/cancellations, natural disasters, or any other circumstances beyond their control. I agree that any additional expenses necessitated by such events will be borne by me.

12. Travel Insurance

I understand that comprehensive travel insurance is compulsory for all clients travelling with Peak Fifteen Adventure Pvt.Ltd. The insurance must cover weather delays, personal injury, death, medical expenses, repatriation expenses, helicopter rescue, air ambulance, trip cancellations, trip interruption, natural disasters, theft of baggage, loss of gear and equipment, etc.

13. Domestic Flight Delays/Cancellations

I acknowledge that flight delays or cancellations may occur due to bad weather conditions and poor visibility in mountain regions. In such cases, Peak Fifteen Adventure is not liable for extra expenses or inconveniences. I understand the recommendation to arrange 1-2 extra days to avoid missing international flights and to bring extra cash for unforeseen circumstances.

14. Changes to Trip and Price

I understand that Peak Fifteen Adventure reserves the right to make changes to the trip or pricing due to external factors beyond their control. In the event of trip cancellations or changes due to unforeseen circumstances, Peak Fifteen Adventure will arrange an alternative trip of the same price value or offer the option to reschedule. I agree to pay for any used services from my previously booked trip and any price differences for rescheduled departures.

15. Health and Fitness

I certify that I am physically and mentally fit for high-altitude trekking. I agree to undergo a medical examination with a general practitioner regarding my health and fitness before travelling. I will notify Peak Fifteen Adventure of any pre-existing medical conditions, disabilities or allergies at the time of booking.

16. Children

I understand that participants below the age of eighteen (18 Years old) must be accompanied by a legal guardian or parent.

17. Privacy

I acknowledge that Peak Fifteen Adventure is committed to protecting the privacy and confidentiality of my personal information. No private or personal information provided during booking will be disclosed for any other purposes.

18. Publicity

I agree that Peak Fifteen Adventure may use images of me taken during the trip, without recourse to me and without compensation, for publicity and promotion purposes through any medium of their choice.

19. Complaints

I agree to make any complaints known to Peak Fifteen Adventure's staff at the earliest opportunity to allow for appropriate resolution. I understand that my satisfaction is a top priority for Peak Fifteen Adventure.

20. Acceptance of Terms

I understand that these terms and conditions are valid only if I book the trip directly with Peak Fifteen Adventure. If I book through a third party or any agents, I am also liable to their terms and conditions in addition to Peak Fifteen Adventure's terms and conditions.

21. Applicable Law and Choice of Forum

I acknowledge that Peak Fifteen Adventure Pvt. Ltd.'s main office is located in Kathmandu, Nepal. I agree that these terms and conditions are governed by the laws of Nepal. Any dispute arising out of these terms and conditions shall be resolved exclusively by the courts of Nepal. I agree that the court of Nepal is the appropriate forum for any claim or proceeding commenced in relation to these terms and conditions.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Peak Fifteen Adventure based on any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature: _____ Date: _____

Printed Name: _____

Passport / Citizenship / National ID No.: _____