



Regd. add: 1772, ATS Greens Village, Sector-93A,
Noida (U.P.) - 201304
Contact Number: +91-9717813300
Email: adventureholycow@gmail.com
Website: <https://www.theholycow.in/trek>

ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND RELEASE OF LIABILITY AGREEMENT

Read this agreement carefully. A parent/guardian must sign for minors (under 18 years of age)

I **acknowledge** that trekking at high altitudes 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 simply cannot be eliminated without jeopardising the essential qualities of the activity. 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**); exposure to the natural elements can be uncomfortable and/or harmful; I am aware that this exposure could cause sunburn, dehydration, heat exhaustion, heat stroke, and heat cramps; prolonged exposure to cold can result in hypothermia, frostnip, or frostbite, which can even turn fatal; 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. I also know that there is a risk of equipment malfunction or injury due to third parties. Furthermore, I understand **Holy Cow Adventure** 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 **Holy Cow Adventure** to teach safety rules. I also understand that I am responsible for the safety and good operating condition of any equipment I use.

I am voluntarily participating in this adventure sport with the knowledge of the numerous risks, as described above, attached to it.

PREPARATION: I assume **full and complete responsibility** for physically preparing for the trek as prescribed in the eligibility criteria of the trek.

REPRESENTATION OF GOOD HEALTH: I certify that I am in good health, have no medical, mental, or physical conditions that affect my ability to travel and/or participate in the trekking expedition, and have not been advised otherwise by a medical practitioner. I acknowledge that **Holy Cow Adventure** is in no way responsible for any costs related to my medical care during or after the trek.

RELEASE 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 **Holy Cow Adventure**, 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. I ALSO HEREBY EXPRESSLY AGREE TO RELEASE, DISCHARGE, AND HOLD HARMLESS FOREVER **Holy Cow Adventure**, 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 **Holy Cow Adventure**.

INDEMNIFICATION: I further agree to "indemnify" (meaning to defend and to pay or reimburse) **Holy Cow Adventure** 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.

AGREEMENT WITH THE SAFETY PROTOCOLS ON THE TREK:

- A. I understand that there are chances that I may feel the effects of altitude sickness and oxygen deprivation while on this trek. I am aware that the trek leader may deem it unsafe for me to continue trekking at any time and arrange for me to descend to a lower attitude.
- B. I understand that the trek leader will conduct routine health checks at all camps to measure oxygen saturation, pulse, and blood pressure. I understand that Holy Cow Adventure reserves the right to exclude me from climbing higher on the trek without monetary refund if my vital readings are below accepted norms for that altitude. These norms are available with Holy Cow Adventure trek leaders.
- C. I understand that this is a high altitude trek with rough, rocky, and snowy terrain. I understand that Holy Cow Adventure reserves the right to make me turn around if, in the opinion of the trek leader, I am unable to complete the itinerary without requiring exclusive assistance. I have realistically self-assessed my fitness and suitability for this trek before registering.
- D. I understand that drinking, smoking, and taking any recreational drugs are strictly prohibited on the trek. I understand that I will be sent down from the trek if found using it.
- E. I understand that there are chances that I may get exposed to viral or bacterial infections on this trek. Hence, I am aware that in such cases, the trek leader may deem it unsafe for me to continue the trek and send me back to the base camp, either for my safety or to prevent further risk of infection to other participants.

Holy Cow Adventure's 5 reasons to terminate my trek:

1. **Smoking or drinking is not permitted on an Holy Cow Adventure trek.** Holy Cow Adventure has the right to terminate my trek if I'm found flouting the no drinking/smoking rule anywhere on the trek, including near or anywhere at the basecamp, campsites, or Holy Cow Adventure premises.
2. Holy Cow Adventure has the right to send me back from the trek in case I am affected by any form of AMS/HAPE/HACE.
3. Holy Cow Adventure has the right to send me back from the trek in case my lack of fitness affects the **average trekking time of the rest of the team.**
4. Holy Cow Adventure has the right to send me back from the trek if I am physically ineligible to continue based on the display of blood pressure or oximeter readings **beyond acceptable range.**
5. Holy Cow Adventure has the right to immediately terminate my presence on the trek or basecamp in case I display any of the following **unacceptable** behaviors. They include:
 - Any sexual misconduct towards fellow trekkers, Holy Cow Adventure team members, or others
 - Not adhering to the trek rules (which are laid out for everyone equally) or the trek leaders' instructions
 - Physically and verbally aggressive/abusive towards fellow-trekkers or Holy Cow Adventure team members. Which can constitute these actions:
 - If you scream/shout to express your dissatisfaction,
 - If you physically push/shove you or any trekker,

If bad words/profanity are used in arguments
If threats are made towards Holy Cow Adventure team

I agree that if **my trek is terminated** because of any of these reasons, I will **not receive the trek completion certificate or a refund of the trek fees**. In addition, I will have to bear the cost of a mule/vehicle/guide/porter to come back to the base camp.

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, **Holy Cow Adventure** has relied on my consent to these terms and their enforceability. Without this agreement, **Holy Cow Adventure** would not be able to offer these services. I agree that the execution of an electronic transmission of this agreement shall be deemed acceptance and execution of the original agreement.

Emergency contact number:

Participant signature (18 years of age or older)

Emergency contact name and relationship to the participant:
(only blood relative or spouse)

Participant name:
Date:

MINORS UNDER 18 YEARS OF AGE: A Parent or Legal Guardian Must Sign This Agreement on the Minor's Behalf. The parent or guardian must submit their own signed agreement separately if they are also participating in the trek.

I am the parent or legal guardian of the minor. I understand the legal consequences of signing this agreement, including a) releasing **Holy Cow Adventure** from all liability on my and the minor's behalf, b) promising not to sue on my and the minor's behalf, c) assuming all risks of the minor's participation in the trek, and d) indemnifying **Holy Cow Adventure**. I understand that I am responsible for the obligations and acts of the identified minor as described in this document. I accept the terms of this agreement and will abide by them. I have read this agreement in its entirety, and I am signing it freely. No other representations concerning the legal effect of this document have been made to me.

Signature of Minor Participant's Parent/Guardian:

Date:

Name of the participant's Parent/Guardian and contact number:

Name of Minor: