

RISK, RELEASE AND INDEMNIFICATION

In consideration of imparting training and the services to be provided by Guardian Giripremi Institute of Mountaineering and/or Giripremi Adventure Foundation, its officers, employees, agents, volunteers, participants and all other persons or entities associated with or acting in any capacity on its behalf (collectively referred to as "GGIM" and "GAF"), I _____ Age _____ Residing at _____ hereby release, indemnify and discharge GGIM and/or GAF - on my behalf and on behalf of my heirs, assigns, personal representatives and estate and for all members of my family, including minor children - as follows:

1) I understand and acknowledge that trekking, rock climbing, mountaineering, water/air adventure activities and any such adventure activities as run by GGIM and/or GAF have known and unanticipated risks that may result in physical and/or emotional trauma, injury, paralysis, death or damage to me, to my property and/or to third parties.

2) I expressly agree, accept and assume to myself all of the risks, dangers and hazards that exist in the activities I may be performing in and out of the campus of GGIM and/or GAF.

3) That my participation in the said activities is purely voluntary and I have elected to participate in the same at my own risk, costs and consequences.

4) That I hereby release, discharge and indemnify and hold harmless GGIM and/or GAF from any and all kinds of actions, claims, demands or causes of action which may be connected with my participation in the activities and/or from my use of GGIM and/or GAF's equipment/s or facilities including any such claims which allege negligence/acts or omissions of GGIM and/or GAF.

5) That I also indemnify and hold harmless GGIM and/or GAF for any costs, consequences, fees, expenses that shall be required to enforce any agreement, its contents and its effects.

6) That I shall also ensure adequate insurance to cover any injuries or/and damages that I may cause or suffer while participating in the activities and shall keep indemnified GGIM and/or GAF in that regard. That any extra expenses, damages, costs beyond such insurance cover/s, shall be borne and paid by me and I shall keep indemnified GGIM and/or GAF there from also.

7) That I acknowledge, give consent and understand that GGIM and/or GAF may contract with independent contractors/service providers/outsourcing agencies/authorities etc. to provide various allied services on the course or activity in which I may participate, including transportation, lodging, boarding, travel services and guide services etc. AND upon which GGIM and/or GAF may not have control and that GGIM and/or GAF accepts no responsibilities for the actions/inactions of any such independent contractors/agencies/authorities involved in providing such services on my trips, activities, training etc.

8) That the laws of the State of Maharashtra shall be applicable to all the activities in which I may participate with the GGIM and/or GAF and also to the enforcement of any agreements etc. with GGIM

and/or GAF and I consent to the jurisdiction and venue of the courts at Pune, Maharashtra.

9) I also agree to abide by the rules, regulations, bye-laws, instructions, directions given by the GGIM and/or GAF and its officers either oral or in writing AND I agree that upon either failing to obey them or disregarding them may result in my expulsion from activity/course without any prior notice AND that in certain cases, I will not get even a refund for the activity/course fee and associated fees.

10) I also vouch/certify that I am physically and mentally fit for such course/activity and my medical authority has given explicit permission to participate in the course/activity I am enrolling. That I have not concealed any past/present history of illness to my medical authority or to GGIM and/or GAF.

11) That these presents are executed by me and handed over to GGIM and/or GAF for all the activities/training that I may participate into for the time being and for any future participation that I may volunteer with them.

12) I have had sufficient opportunity to read these presents and all the literature/documents given by GGIM and/or GAF. That I shall validate all such document/s by necessary stamp duty and notarisation and shall not raise any issue about evidential value of the same in case of disputes. That if any part of these presents or any other document/s is deemed unenforceable, all other parts shall be given full effect/s to the extent possible. I have read and understood it, and I agree to be bound by its terms.

13) IN WITNESS WHEREOF I HAVE SIGNED THESE PRESENTS AT _____ ON THIS _____ DAY OF _____, 20____.

PARTICIPANT'S SIGN

