



Participant Agreement, Release, Risk Acknowledgement Statement

In consideration of the services of Mountain Consult International & Mountain Consult Trekking & Expedition (P) Ltd in Nepal, 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 'MC'), I hereby agree to release and forever discharge MC on behalf of myself, my children, my parents, my spouse, my siblings, my other relatives and/or dependants, my heirs, assigns, personal representative and estate as follows:

- I acknowledge that the trek or mountaineering expedition of MC that I participate in, entails known and unanticipated risks, which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. These inherent risks are some of the elements that contribute to the unique character of this activity. These same elements can be causes of loss of or damage to my equipment, accidental injury or illness or, in extreme cases, permanent trauma or death. I understand that MC does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks. I understand that such risks cannot be eliminated and are an inherent part of the activity.
- The risks include, among other things: the hazards of walking on uneven terrain and slips and falls; being struck by avalanche, rock-fall, icefall or other objects dislodged, dropped, 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, ice, mountain or into a crevasse; the risks of exposure to insect bites and numerous diseases, digestive tract infections and ailments; the risk of altitude and cold including hypothermia, frostbite, acute mountain sickness, cerebral and pulmonary edema; my own physical condition, and the physical exertion associated with this activity, and other natural occurrences; misuse, failure or loss of equipment; shortage of food or water supply; the hazards of travelling in politically unstable areas; the dangers of civil disturbances, war, terrorism, crime, kidnapping; the forces of nature; acts or omissions of MC; travel by boat, automobile, bus, truck, train, ship, aircraft, camel, horse, donkey, yak, or other means of conveyance; and accident or illness in remote places without access to medical facilities, transportation, or means of rapid evacuation and assistance. All of the risks are complicated by the potential difficulty or lack of rescue, including unavailability of light aircraft and no helicopter rescue. MC organizers, leaders, guides, and staff have difficult jobs to perform. Guides, leaders and staff may not be present at any time. When present, they seek safety, but they are not infallible. They might be unaware of a participant's fitness, abilities, pre-existing conditions, or ill health. They might misjudge a participant's health or illness, at anytime during the expedition. They might misjudge the weather, the elements, or the terrain. They may become incapacitated or distracted. They may make errors of judgment, mistakes, or be negligent. They may give inadequate warnings or instructions. Equipment being used may malfunction, wear-out, break, be lost, be inadequate, and be worn-out, poorly maintained, or missing. 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, I am fully aware of the risks, and I elect to participate in spite of the risks.
- I acknowledge that engaging in this activity may require a degree of skill and knowledge different than other activities and that I have responsibilities as a participant. I acknowledge that the staff of MC has been available to talk to me extensively and more fully explain to me the nature and physical, mental, and experiential demands of this activity and the inherent risks, hazards, and dangers associated with this activity. However, I understand that this is not a climbing school, nor is this a guided expedition, and that I am expected to have a level of proficiency commensurate with the activity of high-altitude mountaineering and technical climbing in all conditions.
- I certify that I am familiar with the dangers, hazards and risks incident to mountain climbing as above. I accept and clearly understand that these hazards and risks may result in personal injuries to myself and others and hereby expressly assume all of the above risks including; the risks of acts or omissions of MC and do hereby expressly agree to hold MC harmless and defend MC against any and all liability.
- MC gives notice that they act only as agents for hotels, transportation companies, land operators and suppliers of travel services. MC assume no responsibility or liability in connection with the operation or service of any aircraft, motor vehicle, other conveyance, restaurant, teahouse, inn, lodge or hotel which may be used wholly, or in part, for services to MC, and its clients. MC, its operators, airlines and agents will not be responsible for any act, error, omission, nor for any injury, loss accident, delay, inconvenience, irregularity or damage which may be occasioned by any cause whatsoever. This includes acts of nature, civil disturbance, crime, terrorism, government restrictions or failure of any means of conveyance to adhere to published schedule.
- I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless MC 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 MC's equipment or facilities, including any such claims which allege negligent acts or omissions of MC.
- I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless MC and any of its assigns or other delegated persons from any and all claims, demands, or causes of action, which are in any way connected with the use of my image, words, voice, or likeness which are in any way connected with my participation in this activity, in any electronic, electromagnetic, digital, photographic, print,



sound, or audio-visual format in regards to advertising, promotions, marketing, cybercasts, literature, newspaper/journal articles, television, documentary films and video, radio, recordings, websites, email, and/or any other use which MC deems fit.

- Should MC 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.
- In consideration of the services furnished me, and to be furnished me as a member of this mountaineering expedition, I hereby release MC and all the members of the mountaineering expedition from any and all damages, injuries, losses, or any cause of action which may result in me, my legal representatives, heirs, or others purporting to exercise statutory or other rights arising out of, or in connection with this expedition. And I hereby assume each and every damage incident to my participation, and agree to indemnify and hold harmless MC and all members of the expedition against any sums which they, or any of them may be subject to pay in consequence of any claim or demand by or through me, or resulting from my being a member of this mountaineering expedition. By signing this document I acknowledge that if anyone is hurt or property is damaged or any financial or other loss occurs before, during, or after my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against MC on the basis of any claim from which I have released them herein.
- If any portion of this agreement is unenforceable, the remaining portions shall remain in full force and effect.
- I have had sufficient opportunity to read this entire document entitled PARTICIPANT AGREEMENT, RELEASE, RISK ACKNOWLEDGEMENT STATEMENT. I have read and understood it, and I agree to be bound by its terms from the moment I book any activity by filling in and sending the electronic booking form at the MC website or otherwise.
- I am aware that this is a release of liability, a legally binding and enforceable contract between myself and MC.