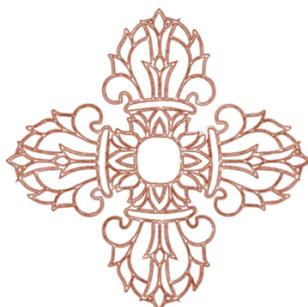


Himalayan Hermitage

Waiver & Release



WAIVER & RELEASE

Welcome to your journey with Himalayan Hermitage!

Please read and sign this Waiver & Release and read over the Terms & Conditions before booking any journey with Himalayan Hermitage. Once you are ready to book a journey please fill in the Registration Form and send Himalayan Hermitage your deposit (\$500 or \$750 USD depending on the journey, please see individual journey information for the deposit details). Himalayan Hermitage will then secure your place in the group and look forward to having you on the journey!

Himalayan Hermitage run all of their journeys to the best of their ability with many years of experience in the Himalayas under their belts. Safety is a priority, but without ANY liability except the cost price of the trip. Participants cannot sue the operator (Himalayan Hermitage LTD), contractors (see list of partner agents), or each other.

Please READ, UNDERSTAND, and SIGN the following legal document before booking any journey with Himalayan Hermitage!

ACKNOWLEDGMENT OF RISK

The Co-Directors of Himalayan Hermitage LTD, Sisse Budolfsen d'Artois-Broad and William Alexandre d'Artois-Broad, have done everything possible within the budget of the journey and the parameters of the country traveling through to ensure that the journey offers all clients a rewarding and safe experience.

However, you must acknowledge that adventure travel, pilgrimage, hiking, trekking, and climbing throughout the foothills of the Himalayas are all inherently

and potentially dangerous. The same elements that contribute to the adventure of hiking or trekking, such as the physical exertion or the risk can also cause loss of or damage to gear, injury, illness, or in extreme cases even death.

While traveling or hiking there are risks to be encountered which you should be aware of:

Himalayan Hermitage has selected the best transport possible, this being the case, local transport will often not be up to developed country standards. The roads are rough and sometimes non-existent. Driving standards are very different than western standards, but vehicles travel at much lower speeds. Injury from bumpy roads are rare, but possible. Whenever possible Himalayan Hermitage minimizes these risks by taking domestic flights. Domestic flights are mostly in small 16-19 seat twin-engine propeller aircraft with local pilots. The planes are well-maintained, usually, but conditions are difficult. The rural airstrips are rough, rarely flat and have no radar facilities. All flying is visual. There is an extremely low risk of snapped undercarriages and flying into a mountain in the clouds, however the safety record with tourists is surprisingly good. Flights are often delayed due to bad weather.

While hiking, trekking, and climbing you should carry adequate water, sun protection and clothing appropriate to the conditions. Himalayan Hermitage provides gear and packing lists and will answer any questions about gear that you may have prior to the journey and on the route. Himalayan Hermitage also inspect your equipment prior to leaving for the journey if asked. While hiking you may traverse rugged terrain: high mountain passes (mostly in Tibet), snow and ice, exposed and rough trails, routes threatened by avalanches and landslides and crossing streams and rivers by rough bridges or slippery rocks. There are risks of falling, rock fall, landslides, collapsing bridges and exposure.

Hiking in the Himalayan foothills is potentially dangerous. There are unavoidable risks of landslides, rocks falling, hypothermia and extreme weather conditions.

There are also potentially dangerous animals, dangerous plants, and dangerous insects. Any wild and domestic animal that you may encounter can be dangerous, including the yaks, monkeys, dogs, and the horses that carry your bags on some journeys. Nepal, Tibet, Bhutan, and India have dangerous bears, tigers, leopards and other animals, however the risk of an incident is extremely low, for example bears are rarely encountered, unlike in the USA or Canada.

Water should be purified, filtered or treated before drinking. This includes ALL tap water in cities, towns and villages, and all stream water. In Kathmandu it is best to drink bottled water. Cleaning your hands before eating and after toilet functions is critical in maintaining good health, as is using hand sanitizer.

You will travel, hike, trek and/or climb to extreme altitudes. Altitude sickness (Acute Mountain Sickness: AMS) is a significant risk. Altitude sickness occurs when your body cannot properly adapt to the lower amounts of oxygen found in the air at high and extreme altitudes. Acclimatization is the process by which the body adapts. Most people suffer some form of mild altitude sickness and most people can acclimatize to high altitudes, but not everyone. The key is to ascend slowly, over a period of days, not to exert yourself, and to drink plenty of water. Altitude sickness can develop into High Altitude Pulmonary Edema (HAPE) and High Altitude Cerebral Edema (HACE), which can be fatal if not treated quickly.

Treatment is rapid descent to a lower altitude. Let your facilitator and guides know if you have a bad headache, feel dizzy or feel anything out of the ordinary. Failure to do so may result in AMS or other sickness.

Traveling, hiking, trekking, and climbing at high (above 2400m) and extreme altitudes carries numerous risks not yet fully understood. It does affect men's

fertility for a period of at least several months, making them less fertile or infertile. It does thicken the blood increasing the risk of blood clots, even if you stay fully hydrated. The lower levels of oxygen in the bloodstream do affect the brain, heart and other organs in ways not yet understood.

I understand that if I want or need to ride a horse, for medical or sightseeing purposes, it is entirely at my own risk, and Himalayan Hermitage bears no responsibility for any activity related to horseback riding. I agree to contract directly with Himalayan Hermitage's local partners to arrange the rental/contract of the horse.

Western-standard hospital care is often not available although there are some professional clinics in Kathmandu and Delhi. While hiking, trekking and travelling you may be several hours to several weeks from any medical facility. Helicopter rescue is available in Nepal and sometimes in India if you are insured for this. The helicopter will not take off until payment for services is arranged. Helicopter rescue is unavailable in Tibet. Everyone is required to have their own travel medical insurance before arriving in Nepal, Tibet India, Pakistan or Bhutan. Bring your Visa (credit) card with you for the best evacuation options as notifying your embassy and travel medical insurance company often results in delays.

Decisions made by the leader and participants (team members/clients) in a wilderness setting are based on a variety of factors, perceptions, and evaluations which by their nature are imprecise and subject to errors in judgment. Throughout the tour participants are responsible for their own safety and must show consideration for the safety of other members of their group. Don't forget this, it may be you who needs help!

This list is not an exhaustive list of possible injuries, or accidents that may occur while traveling, hiking, trekking or climbing. Most of these injuries are rare and you

are not likely to encounter them, however they have occurred and you must be aware of the risks.

WAIVER, RELEASE & INDEMNIFICATION

In the following agreement 'the organizers' means your foreign agent (if any), Himalayan Hermitage, Sisse Budolfson d'Artois-Broad, William Alexandre d'Artois-Broad, their agents, operators, and employees.

I certify that I am fully capable of participating in a travel, hiking, trekking, pilgrimage, or hiking and climbing trip combination. I state that I have read the above statement on some of the possible risks. I therefore assume full responsibility for myself for bodily injury, death and loss of personal property and any expenses as a result of accident, my negligence, trail or river conditions, weather conditions, political situations, acts of war, natural disasters, pandemics, or other situations beyond our control.

I agree that if I want or need to ride a horse, for medical or sightseeing purposes, it is entirely at my own risk, and Himalayan Hermitage bears no responsibility for any activity related to horseback riding. I agree to contract directly with Himalayan Hermitage's local partners to arrange the rental/contract of the horse.

I also understand that the organizer (Himalayan Hermitage or partner agencies) reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of participating in travel, hiking, or trekking on any given journey. This includes both physical condition and mental stability.

I confirm that I am in good physical condition, am in good mental health, have had a FULL medical check-up, have been COVID-19 free for at least two weeks before the journeys starting date, and am able to undertake this journey which may involve hiking or trekking.

I certify that to my knowledge I do not have any medical or psychological condition that would prevent my participation in this travel, hiking, trekking, pilgrimage journey. I hereby give permission for transportation to any medical facility or hospital and I authorize any facilitator or guide or medical personnel to render emergency medical care for myself.

I and my heirs agree to indemnify and hold harmless the organizer and other participants, from all claims, damages, losses, injuries and expenses arising out of or resulting from my participation in these activities. I further agree to release, acquit and covenant not to sue The organizer and/or other participants for all actions, causes of action, claims or damages, of whatever kind, including the negligence of the organizer and/or other participants, arising out of participation in this program. In short, I cannot prosecute or sue the organizer and/or other participants, and if I do, I cannot collect any money.

I agree to the site of any lawsuit and the law governing any such lawsuit shall be Nepal and governed by Nepalese law, India and Indian law, Bhutan and Bhutanese law, Tibetan and Chinese law. The terms of this agreement shall continue and be in effect after the journey has ended.

I agree that if the organizer is forced to defend any action, lawsuit or litigation by myself, my executors, or my heirs, on my family's or my behalf, my heirs or executors and I agree to pay the organizer all costs and legal fees if they successfully defend such action, lawsuit or litigation.

This is a legal document. I acknowledge that I have read and understood this document before signing it.

[GO TO THE BOOKING FORM](#)