

LIABILITY WAIVER & ASSUMPTION OF RISK

Mountains Wayward

I, the undersigned participant ("Participant"), acknowledge that adventure activities conducted by Mountains Wayward, including but not limited to ice climbing, mountaineering expeditions, trekking, skiing, snowboarding, and related activities ("Activities"), involve inherent, significant, and unpredictable risks.

These risks include, but are not limited to: slips, falls, accidents, altitude sickness, equipment failure, extreme weather conditions, natural hazards, injury, permanent disability, or death.

I voluntarily choose to participate in the Activities with full knowledge of these risks. My participation is entirely voluntary, and I am not under any pressure or obligation.

I expressly and voluntarily assume all risks, whether known or unknown, associated with my participation.

I declare that I am physically and mentally fit to participate and have disclosed all relevant medical conditions.

I understand that failure to disclose medical conditions may increase risk, and Mountains Wayward shall not be liable for any consequences arising from such non-disclosure.

I agree to follow all instructions, safety guidelines, and directions given by the instructors or representatives of Mountains Wayward.

I accept full responsibility for my personal safety, my decisions, and my conduct during the Activities.

Mountains Wayward reserves the right to remove me from any activity without refund or compensation if my behaviour is unsafe, non-compliant, or disruptive.

To the fullest extent permitted by law, I hereby release, waive, and discharge Mountains Wayward, its owner, instructors, employees, agents, and representatives from any and all liability for injury, damage, loss, or death arising out of or related to my participation in the Activities, including any negligence on their part, to the extent permitted by law.

I agree to indemnify and hold harmless Mountains Wayward from any claims, damages, liabilities, or legal actions brought by me or any third party arising from my participation, conduct, or breach of this Agreement.

I acknowledge that Mountains Wayward does not guarantee the safety of participants or the successful completion of any activity.

I understand that insurance is mandatory, provided at an additional cost, and issued by a third-party provider.

Mountains Wayward shall not be liable for any claims, disputes, or issues arising from such insurance coverage.

In case of injury or emergency, I authorise Mountains Wayward to arrange necessary medical

assistance. I agree that all medical, evacuation, rescue, and related expenses shall be borne solely by me.

I agree to use all equipment responsibly and strictly as instructed. Any misuse of equipment shall be at my own risk and responsibility.

I understand that Mountains Wayward may engage third-party service providers (including transport providers, or support staff), and shall not be liable for any acts, omissions, or negligence of such third parties.

I am solely responsible for my personal belongings. Mountains Wayward shall not be liable for any loss, theft, or damage.

I consent to the use of my photographs and videos taken during the Activities for promotional purposes. If I do not consent, I will inform the organiser in writing prior to participation.

Mountains Wayward shall not be liable for any delay, cancellation, modification, or interruption of Activities due to events beyond its control, including but not limited to weather conditions, natural disasters, government restrictions, strikes, road blockages, or other force majeure events.

This Agreement shall be binding upon me, my heirs, legal representatives, and assigns.

This Agreement shall be governed by the laws of India.

All disputes shall be subject to the exclusive jurisdiction of courts in Shimla, India.

Activity Name, Location and Dates :

Minor Participants (Under 18 Years)

I, the undersigned parent/guardian, consent to the participation of the minor participant, confirm their medical fitness, accept all associated risks, agree to the terms of this Agreement, and undertake to indemnify and hold harmless **Mountains Wayward** against any claims arising therefrom.

Minor's Name and Age : _____

Parent/Guardian Name: _____

Signature: _____ **Date:** _____

I confirm that I have read, understood, and agreed to all the terms of this Liability Waiver and Assumption of Risk Agreement.

☐ I understand the risks involved

☐ I confirm I am medically fit

☐ I agree to all terms and conditions

Participant Name: _____

Signature: _____ **Date:** _____