

TERMS & CONDITIONS

Mountains Wayward

These Terms & Conditions (“Agreement”) govern the services provided by **Mountains Wayward**, a sole proprietorship engaged in adventure and mountaineering activities in India, including its proprietor, instructors, employees and representatives (hereinafter referred to as “Mountains Wayward”, “we”, “us”, or “our”). By booking, enrolling in, or participating in any trek, expedition, course, or adventure activity, you agree to be legally bound by these Terms and Conditions.

Nature of Services

We offer adventure-based services including, but not limited to:

- Trekking programs
- Mountaineering expeditions
- Ice climbing courses
- Skiing and snowboarding
- Training programs and workshops

All Activities are conducted in remote and natural environments and involve inherent risks.

Eligibility

Participants must be 13 years or above, Participants below 18 years must provide written consent from a parent or legal guardian and Participants must be physically and medically fit for the Activity.

Assumption of Risk & Participant Responsibility

The Participant acknowledges that Activities involve inherent and unpredictable risks, including but not limited to injury, illness, disability, or death.

By participating, the Participant voluntarily assumes all risks (known and unknown) and accepts full responsibility for personal safety and decisions.

Safety & Conduct

Participants must Follow all safety instructions and guidelines Comply with directions of instructors and staff. Refrain from alcohol, drugs or unsafe behaviour. Respect fellow participants, staff, and the environment. Failure to comply may result in immediate removal without refund.

Insurance

Insurance is mandatory and may be arranged at an additional cost and Insurance is provided by a third-party provider.

Mountains Wayward shall not be liable for any insurance-related claims or disputes.

Booking & Payment Terms

Booking is confirmed upon payment of a non-refundable deposit. Full payment must be completed before commencement of the Activity, The Participant is responsible for providing accurate personal and booking details.

Cancellation & Refund Policy

Cancellations and refunds are governed by our Refund & Cancellation Policy. By booking, the Participant agrees to be bound by that policy.

Force Majeure & Operational Changes

Mountains Wayward shall not be liable for delay, modification, or cancellation of any Activity due to events beyond its control, including but not limited to:

- Weather conditions, Natural disasters, Government restrictions, Strikes, roadblocks, or disruptions.

No compensation shall be payable in such cases.

Mountains Wayward reserves the right to modify or cancel any Activity or itinerary for safety or operational reasons. Any additional costs arising from such changes shall be borne by the Participant.

No guarantee is made as to the successful completion of any Activity, or the achievement of any specific outcome, including summit success.

Medical Emergencies

- All medical, evacuation, rescue, and related expenses shall be borne by the Participant, we may assist in coordination but shall not be financially liable

Personal Belongings

Participants are solely responsible for their personal belongings.

Mountains Wayward shall not be liable for any loss, theft, or damage.

Third-Party Services

Mountains Wayward may engage independent third-party service providers, including but not limited to accommodation, transport, food services and insurance providers. While reasonable care

is taken in their selection, Mountains Wayward shall not be liable for any act, omission, negligence, or deficiency in service by such third parties, or for any resulting loss, injury, delay, or damage.

Photography & Media

The Participant grants Mountains Wayward the right to capture and use photographs, videos, and other media taken during the Activity for promotional purposes.

If the Participant does not consent, they must inform in writing prior to participation.

Limitation of Liability

To the fullest extent permitted by law, Mountains Wayward shall not be liable for any injury, loss, damage, or death arising out of participation in any Activity, except in cases of gross negligence or wilful misconduct.

Indemnity

The Participant agrees to indemnify and hold harmless Mountains Wayward, its proprietor, instructors, employees, and representatives from any claims, damages, liabilities, or legal actions arising out of the Participant's conduct, participation, or breach of these Terms.

Compliance with Laws

The Participant agrees to comply with all applicable laws, regulations, permit conditions, and local authority instructions during the Activity. Any violation shall be solely the responsibility of the Participant.

Termination of Participation

Mountains Wayward reserves the right to terminate participation without refund in case of : misconduct, safety violations , non-compliance with instructions.

Minor Participants

For participants under 18 years of age, the parent or legal guardian hereby provides consent for participation, confirms the minor's medical fitness, accepts all associated risks on behalf of the minor, assumes full responsibility for the minor's conduct and safety, and agrees to indemnify and hold harmless Mountains Wayward from any claims arising from the minor's participation.

Data Collection & Use

Basic personal information (including name, contact details, and relevant health information) may be collected for booking, communication, safety, and operational purposes. Such information may be shared with third-party service providers where necessary for the conduct of the Activity.

Modification of Terms

Mountains Wayward reserves the right to modify or update these Terms & Conditions at any time. Revised Terms shall be effective once made available on the website, and it is the Participant's responsibility to review them. Continued participation constitutes acceptance of such revisions.

Dispute Resolution & Arbitration

In the event of any dispute arising out of or in connection with this Agreement or participation in any Activity, the parties shall first attempt to resolve the dispute amicably through good faith negotiations.

If the dispute remains unresolved within 15 days, it shall be referred to and finally resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996.

The seat and venue of arbitration shall be Shimla, Himachal Pradesh, India.

Subject to the above, the courts at Shimla, Himachal Pradesh shall have exclusive jurisdiction. This Agreement shall be governed by the laws of India.

Acceptance of Terms & Conditions

By booking or participating in any Activity, the Participant confirms that they have read, understood, and agreed to these Terms & Conditions.