

RISK, RELEASE AND INDEMNIFICATION.

In consideration of imparting training and the services to be provided by Guardian Giripremi Institute of Mountaineering, 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"), I _____ Age _____ Residing at _____
_____ hereby agree to release, indemnify and discharge GGIM- 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 acknowledge that trekking, rock climbing, mountaineering, water/air adventure activities and any such adventure activities as run by GGIM 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.
- 3) That my participation in the said activities is purely voluntary and I have elected to participate in to the same at my own risk, costs and consequences.
- 4) That I hereby release, discharge and indemnify and hold harmless GGIM 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'S equipment/s or facilities including any such claims which allege negligence/acts or omissions of GGIM.
- 5) That I also indemnify and hold harmless GGIM for any costs, consequences, fees, expenses that shall be required to enforce any agreement, it's 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 the activities and shall keep indemnified GGIM 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 there from also.
- 7) That I acknowledge, give consent and understand that GGIM 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 may not have control and that GGIM 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 also to the enforcement of any agreements etc. with GGIM 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 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.
- 11) That these presents are executed by me and handed over to GGIM for all the activities/training that I may participate into.
- 12) I have had sufficient opportunity to read these presents and all the literature/documents given by GGIM. 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/sis 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.

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

PARTICIPANT'S SIGNATURE.

PHOTO OF
PARTICIPANT