

High Adventure Expeditions LLC

Participant Waiver

This is a legal document. Please read and understand this document before signing.

In exchange for participation in any activity that High Adventure Expeditions LLC offers or, any services, properties, or facilities of High Adventure Expeditions LLC, I agree for myself and (if applicable) for the members of my family to the following:

I agree to observe and obey all posted rules and warnings and further agree to follow any oral instructions given by High Adventure Expeditions LLC or the employees, representatives or agents of High Adventure Expeditions LLC.

I agree to indemnify and defend High Adventure Expeditions LLC against all claims, causes of action, damages, judgments, costs or expenses including attorney fees, and other litigation costs which in anyway may arise from my or my family's use of or presence on High Adventure Expeditions LLC trips of any kind.

I certify that I am fully capable of participating in a travel, trek or trek-climb adventure. I recognize that there are certain inherent risks associated with these activities. Therefore, I assume full responsibility for myself for bodily injury, death and/or loss of personal property and any expenses as a result of my negligence or the negligence of High Adventure Expeditions LLC. I also understand that High Adventure Expeditions LLC reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of participating in travel, trek or trek-climb adventures.

I am in good physical condition and able to undertake this adventure. I certify that to my knowledge I do not have any medical condition that would prevent my participation in this travel, trek or trek-climb adventure. I hereby give permission for transportation to any medical facility or hospital and I authorize any guide or medical personnel to render emergency medical care for myself. I and my heirs agree to indemnify and hold harmless High Adventure Expeditions LLC 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 High Adventure Expeditions LLC and/or other participants for all actions, causes of action, claims or damages, including the negligence of High Adventure Expeditions LLC and/or other participants, arising out of participation in this program. In short, I cannot prosecute or sue High Adventure Expeditions LLC and/or other participants, and if I do, I cannot collect any money.

I agree to pay for all damages to High Adventure Expeditions LLC that were caused by me or my family's negligent, willful, or reckless actions.

I agree to the site of any lawsuit and the law governing any such lawsuit shall be Nepal and governed by Nepalese law. The terms of this agreement shall continue and be in effect after the trip has ended.

I agree that if High Adventure Expeditions LLC are 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 High Adventure Expeditions LLC all costs and legal fees if they successfully defend such action, lawsuit or litigation.

I HAVE READ THIS DOCUMENT AND I UNDERSTAND IT. I FUTHER UNDERSTAND THAT BY SIGNING THIS RELEASE I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Signature: _____

Date: _____

Your full name: _____