

**Your Safety :**

Our Responsibilities ,Your Responsibilities

What we will do - what you must do.

You are giving up certain rights so PLEASE READ CAREFULLY

**REACH SUMMIT ACKNOWLEDGEMENT OF AND ASSUMPTION OF RISKS**

NAME OF THE TRIP \_\_\_\_\_

DATE OF TRIP \_\_\_\_\_

PARTICIPANT'S FULL NAME \_\_\_\_\_

PLEASE INITIAL \_\_\_\_\_

We are committed to your safety,  
we will do our best to ensure you have a wonderful experience  
but we ask you to be prepared for the risks involved in outdoor activity and to plan accordingly

**1. ACKNOWLEDGEMENT OF RISKS**

I recognize and acknowledge that there are risks in any activity associated with the outdoors, including trekking, tour, safari, or mountain climbing expeditions.

These risks include dangers not only associated with participation in outdoor activities, but include dangers associated with travel to and from the location of outdoor activities.

By signing this Acknowledgement and Assumption of Risks agreement, I accept the dangers, risks and rigours involved in or associated with the above trip.

**I have carefully read, understood and accept the above paragraph,**

**Please sign \_\_\_\_\_**

**2. RISKS INVOLVED AND ACCEPTANCE OF RISKS :**

I fully understand and acknowledge that there are many risks inherent in all outdoor activities, including the above trip, and that these risks can include, **but are not limited to**, loss of, or damage to, my equipment or luggage, accidental injury or illness, permanent trauma, death, physical or emotional injury, paralysis, damage to myself, to property, or to third parties.

These risks may include, among other things : the hazards of walking on uneven terrain and slips and falls ; cold weather injuries which may include hypothermia, frostnip, and/or frostbite ; altitude related illnesses which may include, pulmonary oedema, cerebral oedema, and/or high altitude mountain sickness ; heat related illnesses, which may include heat exhaustion and heat stroke and dehydration ; an act of nature which may include lightning, weather changes, avalanche, mudslide, earthquake, icefall and rockfall or other objects dislodged, dropped, or thrown from above ; the use of climbing ropes and equipment ; falling into a crevasse, crossing rivers, climbing or downclimbing rock, snow or icecovered terrain, skiing, being on or near horses, mules, donkeys, yaks, dzo's or any tame or wild animals ; transportation on airplane, boat, bicycle, or any vehicle ; collisions with vehicles, pedestrians, bicycles, fixed objects, animals, road hazards of all types not necessarily marked ; equipment failure or loss, weather problems ; epidemics or other sicknesses ; insect bites and the risks of exposure to numerous diseases, digestive tract infections and ailments ; and political or social unrest, riot, protest or uprising ; traveling in politically unstable areas with the dangers of civil disturbances, war, terrorism, crime or kidnapping, my own physical condition, and the physical exertion associated with this activity, all complicated by lack of adequate rescue, with the possibility of neither light aircraft nor helicopter rescue being available.

I have been informed of some of the possible risks, and their consequences involved, for me and minor children in care, custody and control, in participation on the above trip and acknowledge and assume responsibility for all risks and their consequences. I understand that the description of these risks is not complete and that other unknown or unanticipated risks may result in injury or even death. I also understand that such risks cannot be eliminated and are an inherent part of the activity.

I elect to participate in spite of and with full knowledge of the inherent risks. I thus agree to assume and accept full responsibility for the risks involved.

I have carefully read, understood and accepted the above paragraph, Please initial \_\_\_\_\_

### 3. GIVING UP LEGAL RIGHTS

By signing this agreement I hereby agree to give up certain legal rights which I may have in the event that I become ill, injured or die as a result of my participation on the above trip. I am giving up my legal rights against REACH SUMMIT.

Therefore I hereby agree that I, my heirs, my personal or legal representatives, or any member of my family, including minors, will not make a claim against, or sue REACH SUMMIT or any of its owners, guides, associated agents or contractors or any of their relatives, for injury and trauma of any kind, paralysis, illness, death or expense, occurring during or after the course of my participation on this trip.

I hereby release REACH SUMMIT from and against any and all legal liability arising out of or connected in any way with my participation on outdoors activities, including the above trip.

I have carefully read, understood and accepted the above paragraph, Please initial \_\_\_\_\_

### 4. APTITUDE, EXPERTISE AND SKILLS

I confirm that I am fully capable of participating in these activities and I have the sufficient skill and knowledge to participate in any activity associated with the outdoors, including the above trip. **REACH SUMMIT reserves the right to refuse a person participation on any trip if we find that person to be physically or mentally unprepared for the trip. REACH SUMMIT may require a medical opinion from your doctor to support your joining any trip.**

During the trip, the Lead Guide, Expedition Leader, Supervisor or Coordinator reserves the right to require a person to return to any appropriate camp or base camp or to abandon the trip, if in their judgment, for any reason, a person is unfit to continue participating in an ongoing activity. **This is not negotiable** and we expect you to accept our professional opinion. Failure to accept our opinion will lead to us cancelling your expedition irrespective of whether you have already paid.

We will undertake to return you to a safe destination from where you can return home. **Please note : You or your insurance company will have to bear the costs of this.**

I acknowledge that the staff of REACH SUMMIT have made clear the physical, mental, and experiential demands of the outdoor activities, including the above trip, and the inherent risks, jeopardies, hazards, and dangers associated with these activities.

I recognize that the above trip I am participating is not a guided trek or an expedition nor a climbing school and that **I am expected to have a level of proficiency commensurate with the trip I am involved in.**

I have carefully read, understood and accepted the above paragraph, Please initial \_\_\_\_\_

### 5. EXPEDITION LEADER'S DECISIONS

I accept that the Expedition Leader may decide to change any aspect of the trip, if he or she believes that to continue with the itinerary or activities, or any latterly agreed alternatives, would place anyone at undue risk.

I also agree with the Expedition Leader's authority to withdraw any individual if an illegal act is committed or is suspected, or if any individual behaves in such a way that detrimental to the safety, enjoyment or well-being of the group or of any individual within the group.

I have carefully read, understood and accepted the above paragraph, Please initial \_\_\_\_\_

## 6. CHANGES TO THE PROGRAMME

Whilst every effort will be made to adhere to the planned itinerary there may be circumstances, due to factors beyond the control of REACH SUMMIT, where alteration and even cancellation may occur.

REACH SUMMIT reserve the right, even after departure, to alter, modify or omit any part of the itinerary, to substitute hotels or leaders, to change any means of conveyance without notice.

Please ensure that your own insurance covers this eventuality as REACH SUMMIT accepts neither responsibility nor liability, for any ensuing costs, or the consequences of any such change, however caused.

I have carefully read, understood and accepted the above paragraph, Please initial \_\_\_\_\_

## 7. CONSENT TO RESCUE

I further agree that REACH SUMMIT and its teams shall have complete discretion to decide when, where, how, to what extent, and under what circumstances my rescue should be required.

I have carefully read, understood and accepted the above paragraph, Please initial \_\_\_\_\_

## 8. CONSENT TO MEDICAL TREATMENT

If I am incapacitated or rendered incompetent due to mental or physical illness, unconsciousness, consequence or injury, and I am unable to make my own decisions, I consent to any emergency medical treatment or hospital care that may arise from participating in activities with REACH SUMMIT, including the above trip.

I also accept the fact that I could be travelling to and through remote places without or poor access to medical facilities, transportation, or means of rapid evacuation and assistance.

I have carefully read, understood and accepted the above paragraph, Please initial \_\_\_\_\_

## 9. RESPONSIBILITY FOR EXPENSES, including medical expenses

I accept full responsibility for any and all expenses incurred as a result of my injury, illness, or death, including all medical services and search, repatriation, recovery, transportation and/or rescue costs, as well as my costs if I leave the trip for non-medical reasons. I confirm that I have taken out appropriate insurance cover and that **I have, and have taken, sufficient realisable cash to cover these expenses.**

I confirm that my travel insurer has agreed to meet and bear the costs of any search, rescue, including with helicopter, recovery or transportation to the nearest appropriate medical facility for any medical reasons, even if I cannot give you prior authorisation.

I agree that any rescue, search, recovery or transportation can proceed before my authorisation could be given.

I will ensure that my travel insurance provider must agree **beforehand** to meet and bear the costs of any search, rescue or recovery

or transportation for medical reasons of you to the nearest appropriate medical facility even if your prior authorisation may not be possible due to the remoteness of the recovery area or because medical expediency demands my recovery before such authorisation could be received/gotten.

I have carefully read, understood and accepted the above paragraph, Please initial \_\_\_\_\_

#### 10. AGREEMENT TO INFORM

I have informed REACH SUMMIT of any preexisting medical conditions, and any and all medications I will be taking on the trip. I have informed REACH SUMMIT of all my dietary requirements and of any allergies. I agree to send Doctor's note confirming my mental and physical fitness and ability to partake the above trip ; failure to send this document will lead to REACH SUMMIT to cancelling your trip irrespective that you have already paid and without any refund.

I have carefully read, understood and accepted the above paragraph, Please initial \_\_\_\_\_

#### 11. SERVICE AND EQUIPMENT PROVIDED

REACH SUMMIT will always do its best to provide services in accordance with the trip you are involved in as well as providing suitable, sufficient and basic standard equipment during your trip.

Nevertheless, I understand that in some remoted areas the quality of service or medical facilities provided can not be at the level as expectencies demands. REACH SUMMIT cannot assume responsibility or liability for hotel, lodge, inn, tea house, hospital, land and air transportation companies in providing services.

I also agree and fully accept that equipment, whether it belongs to REACH SUMMIT or not, may malfunction, wear-out, break, be lost, be inadequate, be worn out, poorly maintained or missing.

I have carefully read, understood and accepted the above paragraph, Please initial \_\_\_\_\_

#### 12. CONSENT TO USE OF IMAGE FOR MEDIA PURPOSES

I hereby accept that REACH SUMMIT may use my image, voice, text or likeness which are, in any way, connected with my participation on the above trip in all means of communication (video, paper, electronic, web ... ) in order to advertize, promote, do marketing, documentary, writing articles or for any use which REACH SUMMIT deems appropriate.

Therefore, I hereby discharge REACH SUMMIT from any claim or action relative to any use of my image, voice or text or likeness. REACH SUMMIT may seek my consent before doing so and any refusal must be send by written.

I agree to undertake to ensure that in any discussions I may have with the media are a fair reflection of facts and not demonstrably unfair, deliberate misrepresentations of fact or unfounded comments about Reach Summit.

I have carefully read, understood and accepted the above paragraph, Please initial \_\_\_\_\_

#### 13. STAFF IN HIGH ALTITUDE (over alt.3000m)

All REACH SUMMIT staff will do its utmost to act for the well-being of the team as a whole. Nevertheless, i understand that dangers, risks and rigours in high altitude may affect the decisions, actions, judgment, health, performance, abilities and behaviour of the Guide, the Sherpa or the associated staff. As though, I understand that REACH SUMMIT cannot be responsible for their actions, decisions, judgement, or performance during mountain climbing trip in hight altitude.

I have carefully read, understood and accepted the above paragraph, Please initial \_\_\_\_\_

**14. TEAM-SPIRIT AND COUNTRY'S CUSTOMS**

I hereby agree that I will behave and act with respect towards each country's customs and culture that I visit. I will endeavour to respect the environment, to be considerate and tactful with local people, the team as well as all members of your or other group.

I agree to conduct myself in a manner that is both responsible to and sensitive to any challenging, local political situation or civil problems.

I have carefully read, understood and accepted the above paragraph, Please initial \_\_\_\_\_

**15. STATEMENT OF ACCEPTANCE**

I certify and state that I am fully capable, physically and mentally, to participate in the above trip, and that I have been made aware and have had an opportunity to make myself aware of, the dangers, risks, and consequences involved in this trip.

I hereby agree that i had sufficient time to ask all questions about outdoors activities including the above trip. I certify that REACH SUMMIT provided suitable answers i have carefully read and understood, including all documents sent.

I have carefully read this agreement and **fully understand** its contents and terms. I understand that all terms of this agreement shall be binding upon me, my relatives, heirs, and all representatives.

I understand that this agreement shall be effective and binding during the entire period of participation on my REACH SUMMIT trip.

I agree that if any portion of this agreement is unenforceable, the remaining portions shall remain in full force and effect.

I have carefully read, understood and accepted the above paragraph, Please initial \_\_\_\_\_

**16. LAW**

The laws of the United Kingdom will govern this agreement.

I have carefully read, understood and accepted the above paragraph, Please initial \_\_\_\_\_

PARTICIPANT'S FULL NAME \_\_\_\_\_

YOUR CITY \_\_\_\_\_ YOUR COUNTRY \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_