

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

TO,

The society ROCKYFEET (www.rockyfeet.com OR www.rockyfeet.org) and their respective members, agents, volunteers, independent contractors, representatives, successors and assigns (collectively hereinafter referred to as the "RELEASES").

DEFINITIONS

1. The term "Activities" shall include all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the RELEASES and shall include, but is not limited to participating in the field of adventure activities, observing or otherwise moving on or around the premises of the RELEASES or any other such activities, events or services in any way connected with or related to the RELEASES.

ACKNOWLEDGEMENT – SAFETY

I am aware that there are technicians, guides, or instructors available to answer any questions that I may have as to proper use of equipment and techniques. I am aware that the physical exertion required of adventure activity and the forces exerted on the body can activate/aggravate pre-existing physical injuries, conditions, or congenital defects. I acknowledge that I should seek medical advice if I know of or suspect that my physical condition may be incompatible with the adventure activity organized by the RELEASES.

ASSUMPTION OF RISKS

I am aware that participation in the Activities involves inherent risks, dangers and hazards including, but not limited to slips and falls, falls from heights, difficult natural and/or man-made terrain, the use of ladders, adventure courses and zip-lines, impact or collision with trees, platforms or other natural or man-made objects, collision with other participants, guides or spectators, the failure to remain within designated areas, negligence of other participants and NEGLIGENCE ON THE PART OF THE RELEASES, INCLUDING THE FAILURE ON THE PART OF THE RELEASES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREIN. I am also aware that the risks, dangers and hazards referred to above exist throughout the activity and may be uncontrolled, unmarked and not inspected.

4. In consideration of the RELEASES agreeing to my participation in the Activities and permitting my use of their adventure park systems, equipment, parking and other facilities and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I HEREBY AGREE AS FOLLOWS: (a). TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the RELEASES and TO RELEASE THE RELEASES from any and all liability for any loss, damage, injury including death, or expense that I may suffer, or that my next of kin may suffer, either directly or indirectly as a result of my participation in the Activities and my use of the premises and facilities, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE ACTIVITIES. (b). TO HOLD HARMLESS AND INDEMNIFY THE RELEASES for any claims or demands resulting from any property damage or personal injury to any third party, which might be made against the RELEASES resulting from my participation in the Activities and my use of the aerial park, equipment, premises or facilities. (c) That this agreement shall be effective and binding upon my heirs, next of kin, administrators, assigns and representatives, in the event of my death or incapacity. (d) That this agreement

shall be governed and interpreted in accordance with the laws of the Republic of India and any litigation involving the parties shall be brought within the jurisdiction of the region of the activity zone, India. (e) In entering into this agreement, I am not relying on any oral or written representations or statements made by the RELEASES with respect to the safety of the Activities, other than what is set forth in this agreement.

TERMS & CONDITION OF ACTIVITY

Inclusion & exclusions of activity packaged booked and its cancellation policy is well defined in the description section of the activity on RockyFeet website, www.rockyfeet.com will be considered as final.

ON CAMP/ACTIVITY REGULATIONS

- During the camps or activity, the participant(s) shall **abide by the instructions and decisions of the Exploration leader** and guide.
- During the camps or treks, in case of any dispute for whatsoever reasons, the decision of the Exploration leader shall be final and binding on all the participants.
- In the event that the participant(s) disobey the directions / instructions of the Exploration Leader, the participant(s) shall be solely liable for the risks, responsibilities and consequences.
- In case of any medical problems, ailments, disorders etc. or symptoms of the same, arising during the camp or trek, the participant(s) shall inform the organizers about the same, at the earliest.
- If required, the participant(s) will have to take medical treatment from the doctor/attendant available on the campsite or from the nearest available medical centre or hospital. **The expenses for all medical treatment and arrangements for the same will be solely borne by the participant.**
- The Exploration Leader or the authorized representative shall have complete discretion to continue the camp without the participant(s) suffering from medical problem.
- **Consumption of liquor, tobacco products, cigarette etc. is strictly prohibited during the activity.**
- The trek will be considered over only when we are back to base location.
- Each trekker shall **protect the flora and fauna** of the place being visited and **do not litter any waste** on the trek.
- Participants should not deface or damage any monument by writing or scribbling on them. Any flouting of the above two rules will be dealt with seriously, and may involve expulsion from the activity, and no refund is admissible in such cases.

I promise to be a responsible traveller and leave the trails in a better condition than I find them. I will not pollute the trails, campsites or water bodies. I will bring back 'all' my own waste. As my contribution to leave the trail in a better condition, I will participate in activities to undo damage done by others to the environment.

I HAVE READ AND UNDERSTAND THIS AGREEMENT. BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT I AM AGREEING TO THE FOLLOWING: (i) THAT I AM ASSUMING ALL RISK OF INJURY, LOSS OR DAMAGE WITH RESPECT TO THE AERIAL PARK, THE EQUIPMENT, THE ACTIVITIES AND THE USE OF THE PREMISES AND FACILITIES; (ii) THAT I AM WAIVING ANY AND ALL CLAIMS ARISING FROM ANY CAUSE WHATSOEVER AGAINST THE RELEASES, ON BEHALF OF MYSELF AND MY HEIRS, SUCCESSORS AND ASSIGNS; AND (iii) THAT I WILL INDEMNIFY THE RELEASES IF ANY SUCH CLAIMS ARE BROUGHT AGAINST THEM.

Name:

Place:

Date:

Signature