



TREKANEERING

Terms & Conditions (Revised: 11.02.18)

1 Participant Agreement, Release, Risk Acknowledgement

In consideration of the services of Trekaneering Expeditions (TE), their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "TE"), I hereby agree to release and forever discharge TE on behalf of myself, my children, my parents, my spouse, my siblings, my other relatives and/or dependents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that the mountain climbing and/or trekking expedition entails known and unanticipated risks, which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. These inherent risks are some of the elements that contribute to the unique character of this activity. These same elements can be causes of loss of or damage to my equipment, accidental injury or illness or, in extreme cases, permanent trauma or death. I understand that TE does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks. I understand that such risks cannot be eliminated and are an inherent part of the activity.

2. The risks include, among other things: the hazards of walking on uneven terrain and slips and falls; being struck by avalanche, rock-fall, icefall or other objects dislodged, dropped, or thrown from above; the use of climbing ropes and equipment; the forces of nature, including lightning, weather changes and avalanche; the risks of falling off the rock, ice, mountain or into a crevasse; the risks of exposure to insect bites and numerous diseases, digestive tract infections and ailments; the risk of altitude and cold including hypothermia, frostbite, acute mountain sickness, cerebral and pulmonary edema; my own physical condition, and the physical exertion associated with this activity, and other natural occurrences; misuse, failure or loss of equipment; shortage of food or water supply; the hazards of traveling in politically unstable areas; the dangers of civil disturbances, war, terrorism, crime, kidnapping; the forces of nature; acts or omissions of TE; travel by boat, automobile, bus, truck, train, ship, aircraft, camel, horse, donkey, yak, or other means of conveyance; and accident or illness in remote places without access to medical facilities, transportation, or means of rapid evacuation and assistance. All of the risks are complicated by the potential difficulty or lack of rescue, including unavailability of light aircraft and no helicopter rescue. TE organizers, leaders, guides, and staff have difficult jobs to perform. Guides leaders and staff may not be present at any time, especially in the case of "basic climbs".

When present, they seek safety, but they are not infallible. They might be unaware of a participant's fitness, abilities, pre-existing conditions, or ill health. They might misjudge a participant's health or illness, at anytime during the expedition. They might misjudge the weather, the elements, or the terrain. They may become incapacitated or distracted. They may make errors of judgment, mistakes, or be negligent. They may give inadequate warnings or instructions. Equipment being used may malfunction, wear-out, break, be lost, be inadequate, and be worn-out, poorly maintained, or missing. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, I am fully aware of the risks, and I elect to participate in spite of the risks.

3. As a member of an expedition, I understand that at times of emergency I may be called upon to carry group equipment up and down the mountain, as well as my own personal equipment and belongings, help with group work, establish and maintain camps, and anything else that is necessary for the good and safety of the expedition, including helping sick and injured members on the team descend to safety. I know that dispatches and news sent from the mountain and reported in any form may be inaccurate, missing, or nonexistent. I know that the leader may not be climbing and trekking with me for certain times or at any time during the expedition. I know that group and/or personal Sherpa's may not climb or descend with me, that I may at times have to ascend and descend alone during the expedition, as well as trek by myself before, during or after the expedition.

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4. I acknowledge that engaging in this activity may require a degree of skill and knowledge different than other activities and that I have responsibilities as a participant. I acknowledge that the staff of TE has been available to talk to me extensively and more fully explain to me the nature and physical, mental, and experiential demands of this activity and the inherent risks, hazards, and dangers associated with this activity. However, I understand that this is not a climbing school, nor is this a guided expedition, and that I am expected to have a level of proficiency commensurate with the activity of high-altitude mountain climbing and technical climbing in all conditions.

5. I certify that I am familiar with the dangers, hazards and risks incident to mountain climbing as above. I accept and clearly understand that these hazards and risks may result in personal injuries to myself and others and hereby expressly assume all of the above risks including; the risks of acts or omissions of TE and do hereby expressly agree to hold TE harmless and defend TE against any and all liability.

6. TE gives notice that they act only as agents for hotels, transportation companies, land operators and suppliers of travel services. Assume no responsibility or liability in connection with the operation or service of any aircraft, motor vehicle, other conveyance, restaurant, teahouse, inn, lodge or hotel which may be used wholly, or in part, for services to TE, and its clients. Its operators, airlines and agents will not be responsible for any act, error, omission, nor for any injury, loss accident, delay, inconvenience, irregularity or damage which may be occasioned by any cause whatsoever. This includes acts of nature, civil disturbance, crime, terrorism, government restrictions or failure of any means of conveyance to adhere to published schedule.

7. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless TE from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of TE's equipment or facilities, including any such claims which allege negligent acts or omissions of TE.

8. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless TE and any of its assigns or other delegated persons from any and all claims, demands, or causes of action, which are in any way connected with the use of my image, words, voice, or likeness which are in any way connected with my participation in this activity, in any electronic, electromagnetic, digital, photographic, print, sound, or audio-visual format in regards to advertising, promotions, marketing, cybercasts, literature, newspaper/journal articles, television, documentary films and video, radio, recordings, websites, email, and/or any other use which TE deems fit.

9. Should TE or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

10. In consideration of the services furnished me, and to be furnished me as a member of this trekking/mountaineering expedition, I hereby release TE and all the members of the mountaineering expedition from any and all damages, injuries, losses, or any cause of action which may result in me, my legal representatives, heirs, or others purporting to exercise statutory or other rights arising out of, or in connection with this expedition. And I hereby assume each and every damage incident to my participation, and agree to indemnify and hold harmless TE and all members of the expedition against any sums which they, or any of them may be subject to pay in consequence of any claim or demand by or through me, or resulting from my being a member of this mountaineering expedition. By signing this document I acknowledge that if anyone is hurt or property is damaged or any financial or other loss occurs before, during, or after my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against TE. On the basis of any claim from which I have released them herein.

11. If any portion of this agreement is unenforceable, the remaining portions shall remain in full force and effect.

2. Payments & Deposits

Trekking programmes require a 20% payment deposit. Positions can be reserved by completing the booking form and forwarding the deposit to TE once your application has been reviewed.

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2.1 Surcharges and bank expenses

The member understands and accepts that any costs associated with the transference and receipt of funds into the TE bank account, including but not limited to bank fees, PayPal fees, surcharges, and the like are the responsibility of the member and will be included in the final statement of cost to be met by the member. In addition the member accepts that a surcharge on the cost of the trip, not exceeding 10% of the value of the ground services of the programme, may be levied within 4 weeks to departure in the event of any unexpected costs being borne by the company in the organization and execution of the programme. This levy also accounts for currency fluctuations and exchange variations that need to be met by the company in the issuance of funds to overseas destinations.

3 Cancellations & Refund Policy

In the event of cancellation of the trip prior to departure by TE you will receive a 100% refund. If you cancel your trip membership 90 days or less before the start of the expedition we will not refund your deposit. If you cancel your trip membership 29 to 59 days before scheduled departure will result in a 50% refund. There will be no refund for cancellation within 28 days prior to the trip. If you do not wish to incur cancellation penalties, it may be possible for TE to hold your payment for a future trip in which case you will not incur any cancellation penalty. Due to the nature and heavy costs of government permits, and the harsh "no-refund" policies of third-world tour operators and government mountaineering offices, TE must adhere to this stringent refund policy. (TE reserves the right to change the price of, cancel or withdraw any expedition for any reason whatsoever prior to departure, or during the trip. After departure, TE reserves the right to alter or omit any part of the itinerary, to substitute hotels or leaders, to change any means of conveyance without notice and without allowance of refund, with liability for increased costs (if any) borne by the expedition members. TE reserves the right to accept or reject any person as an expedition member or leader at any time, for any reason whatsoever.)

4 Travel & Rescue Insurance

The participant certifies that adequate insurance has been obtained to cover any injury or damage or financial or other loss participant may cause or suffer while participating in all aspects of the climbing expedition, including travel, rescue, life, health, trip interruption and cancellation. Participant further certifies that there are no medical or physical conditions, which could interfere with participant's safety in this activity. Participants are strongly advised to purchase trip interruption and cancellation insurance.

5 Participant Responsibilities

Trip participants are responsible for their own wellbeing. This includes good health and strong physical condition. Participants joining an expedition may be required to obtain a physician's release prior to departure. All members are responsible for: having the skills and knowledge required for each climb, knowing all pre-departure information, preparing proper equipment, clothing, snack-energy food, visas, insurance, inoculations, flights, acting in a safety conscious, team-spirited, considerate manner toward all group members and with respect for each country's customs, environment, and people, and conforming to basic standards of personal and group hygiene (to minimize the risk of traveller's diseases, and pollution of the environment). Like it or not, we are guests of the governments of the nations we visit. Participants are not allowed to engage in any acts involving physical nor provocative contact, nor any political discussions nor political actions with the local, associated, nor governing populace.

6 Airline Responsibilities

Participants are responsible for arranging their own air transportation to and from the starting location of the expedition. In the event TE uses local air transportation during the expedition, the air carrier's responsibilities shall be defined by the laws, rules and regulations of the country in which it operates. Please be advised that generally such nations provide fewer remedies to passengers than most European and American jurisdictions provide. If any portion of this agreement is unenforceable, the remaining portions shall remain in full force and effect.

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