



# Kamzang Journeys Waiver & Release

Welcome to the trip!

Please read and sign this Waiver & Release, and read over the Terms & Conditions before booking any trip with Kamzang Journeys. Once you are ready to book an (amazing) trip with us, please fill in the Booking Form, send us your deposit (\$750 or \$1000 depending on the trip, see trip notes) and we'll welcome you to the journey!

We run all of our trips, bicycle trips, climbs and treks to the best of our ability, with years of experience in the Himalaya under our belts, with safety a priority but without ANY liability except the cost price of the trip. Participants can not sue the operator (us), contractors (see list of partner agents) or each other.

Please READ + SIGN the following legal document before booking any trek, cycling trip or travel with Kamzang Journeys!

## **Acknowledgement of Risk**

Kim Bannister of Kamzang Journeys LLC has done everything possible within the budget of the trip and the parameters of the country traveling through to ensure that the trip/trek offers all clients a rewarding and safe experience. However, you must acknowledge that adventure travel, trekking and climbing and are all inherently dangerous. The same elements that contribute to the adventure of trekking or climbing, such as the physical exertion or the risk, can also cause loss or damage to gear, injury, illness, or in extreme cases, death.

While traveling, trekking, bicycling and/or climbing, there are risks to be encountered which you should be aware of:

We travel in local transport that will often not be up to developed country standards. The roads are rough and sometimes non-existent. Driving standards are very different than western standards, but vehicles travel at much lower speeds. Injury from bumpy roads are rare, but possible. Whenever possible we minimize these risks by taking domestic flights. Domestic flights are mostly in small 16-19 seat twin-engine propeller aircraft with local pilots. The planes are well-maintained, usually, but conditions are difficult. The rural airstrips are rough, rarely flat

and have no radar facilities. All flying is visual. There is an extremely low risk of snapped undercarriages and flying into a mountain in the clouds, however the safety record with tourists is surprisingly good. Flights are often delayed due to bad weather.

While trekking, climbing, bicycling and camping you should carry adequate water, sun protection and clothing appropriate to the conditions. We provide gear and equipment lists and will answer any questions about gear that you may have prior to the trek and on the trail. We also inspect your equipment prior to leaving for the trek if asked. While trekking you will be traversing rugged terrain: high mountain passes, snow and ice, exposed and rough trails, routes threatened by avalanches and landslides and crossing streams and rivers by rough bridges or slippery rocks. There are risks of falling, rock fall, landslides, collapsing bridges and exposure.

Climbing mountains is inherently dangerous. There are unavoidable risks of avalanche, rock fall, serac and icefall collapses, climbing protection failing, falling in crevasses, falling, hypothermia and extreme weather conditions. You may be climbing on ropes that are old with strength degraded, ropes that have been fixed by amateurs, ropes and protection that may have been placed incorrectly according to best practice. You may be crossing hidden or open crevasses without protection.

There are also dangerous animals, dangerous plants, and dangerous insects. Any wild and domestic animal you encounter can be dangerous, including the yaks, dzopkios and horses that carry our bags on some treks. Nepal and India have dangerous bears, tigers, leopards and other animals however the risk of an incident is extremely low, for example bears are rarely encountered, unlike in the USA. In Nepal stinging nettles are a problem and we will point them out at the first opportunity.

Water should be purified, filtered or treated before drinking. This includes ALL tap water in cities, towns and villages, and all stream water. In Kathmandu it is best to drink bottled water. On glaciers and with snow melt we will advise. Cleaning your hands before eating and after toilet functions is critical in maintaining good health, as is using hand sanitizer.

You will travel, trek and/or climb to extreme altitudes. Altitude sickness (Acute Mountain Sickness: AMS) is a significant risk. Altitude sickness occurs when your body cannot properly adapt to the lower amounts of oxygen found in the air at high and extreme altitudes. Acclimatization is the process by which the body adapts. Most people suffer some form of mild altitude sickness and most people can acclimatize to high altitudes, but not everyone. The key is to ascend slowly, over a period of days, not to exert yourself, and to drink plenty of water. Altitude sickness can develop into High Altitude Pulmonary Edema (HAPE) and High Altitude Cerebral Edema (HACE), which can be fatal if not treated quickly. Treatment is rapid descent to a lower altitude. Let your guide know if you have a bad headache, feel dizzy or feel anything out of the ordinary. Failure to do so may result in AMS or other sickness.

Traveling, trekking, bicycling and climbing at high (above 2400m) and extreme altitudes carries numerous risks not yet fully understood. It does affect men's fertility for a period of at least

several months, making them less fertile or infertile. It does thicken the blood increasing the risk of blood clots, even if you stay fully hydrated. The lower levels of oxygen in the bloodstream do affect the brain, heart and other organs in ways not yet understood.

I understand that if I want or need to ride a horse, for medical or sightseeing purposes, it is entirely at my own risk, and Kamzang Journeys bears no responsibility for any activity related to horseback riding. I agree to contract directly with the owner of the horse.

Western-standard hospital care is often not available although there are some professional clinics in Kathmandu and Delhi. While trekking and travelling you may be several hours to several weeks from any medical facility. Helicopter rescue is available in Nepal and sometimes in India if you are insured for this. The helicopter will not take off until payment for services is arranged. Helicopter rescue is unavailable in Tibet. Everyone is required to have their own travel medical insurance before arriving in Nepal, Tibet India, Pakistan or Bhutan. Bring your Visa (credit) card with you for the best evacuation options as notifying your embassy and travel medical insurance company often results in delays.

Decisions made by the leader and participants (team members/clients) in a wilderness setting are based on a variety of factors, perceptions and evaluations which by their nature are imprecise and subject to errors in judgment. Throughout the tour participants are responsible for their own safety and must show consideration for the safety of other members of their group. Don't forget this, it may be you who needs help!

This list is not an exhaustive list of possible injuries, or accidents that may occur while traveling, trekking or climbing. Most of these injuries are rare and you are not likely to encounter them, however they have occurred and you must be aware of the risks.

### **Waiver, Release & Indemnification**

In the following agreement 'the organizers' means your foreign agent (if any), Kamzang Journeys, Kim Bannister, her agents, operators and employees.

I certify that I am fully capable of participating in a travel, trekking trip, bicycling trip or trek and climbing trip combination. I state that I have read the above statement on some of the possible risks. I therefore assume full responsibility for myself for bodily injury, death and loss of personal property and any expenses as a result of accident, my negligence, trail or river conditions, weather conditions, political situations, acts of war, natural disasters or other situations beyond our control.

I agree that if I want or need to ride a horse, for medical or sightseeing purposes, it is entirely at my own risk, and Kamzang Journeys bears no responsibility for any activity related to horseback riding. I agree to contract directly with the owner of the horse.

I also understand that the organizer (Kamzang Journeys or partner agencies) reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of participating in travel, trekking, bicyling or trek-climbs. This includes both physical condition and mental stability.

I confirm that I am in good physical condition, am in good mental health, have had a FULL medical check-up, and am able to undertake this trekking, bicycling or climbing trip.

I certify that to my knowledge I do not have any medical or psychological condition that would prevent my participation in this travel, trekking, bicycling or trek-climb. 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 the organizer 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 The organizer and/or other participants for all actions, causes of action, claims or damages, of whatever kind, including the negligence of the organizer and/or other participants, arising out of participation in this program. In short, I cannot prosecute or sue the organizer and/or other participants, and if I do, I cannot collect any money.

I agree to the site of any lawsuit and the law governing any such lawsuit shall be Nepal and governed by Nepalese law, India and Indian law, Bhutan and Bhutanese law, Mongolia and Mongolian Law, Tibetan and Chinese law, Myanmar and Myanmar law.

The terms of this agreement shall continue and be in effect after the trip has ended.

I agree that if the organizer is 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 the organizer all costs and legal fees if they successfully defend such action, lawsuit or litigation.

This is a legal document.

Please read and understand this document before signing it.

Signed:

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Date:

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