



# NEPAL TOUR CONTRACT

## WAIVER AND RELEASE AGREEMENT

### PLEASE READ THIS INFORMATION CAREFULLY

#### INTRODUCTION

This is a waiver and release agreement which if signed by you becomes a contract and binding between you and Adventure Nepal.

Part A of this agreement is a Waiver and Release Agreement, Part B is an acknowledgement and Assumption of Risk, Part C is an Acknowledgment of Independence from Third Party Activity Providers, Part D is a Medical Authority and Part E is a Confirmation of Travel Insurance.

#### RECITALS

In consideration of the services, attached to this agreement as 'schedule A', to be provided by Adventure Nepal, its owners, officers, employees, representatives, assigns, successors in title and all persons or entities associated with it (Collectively known as Adventure Nepal), I agree as follows:

1. References to the singular form such as "I", "me" and "my" includes plurals and visa versa and refer to persons or persons who have signed this agreement.
2. The word "Agreement" refers to the whole agreement, including the introduction, Recitals, Parts A, B, C, D and E and Declaration and Acceptance.
3. This written agreement is the entire agreement and excludes any oral, written, visual or other representation or statements made by Adventure Nepal.
4. This agreement binds the person or persons who have signed this agreement, their heirs, executors, administrators, assigns, dependants and other personal legal representatives.
5. This agreement is to be governed exclusively by the laws of Victoria and the Commonwealth of Australia and relies on, in part, section 68B of the Trade Practices Act (Cth) (1974) for its validity.
6. All references to trips, excursions, adventures, physical fitness activity or any and all other activities are considered to be recreational services and activities for the purposed of the Trade Practises Act (Cth) (1974).

#### PART A: WAIVER AND RELEASE

7. I hereby release Adventure Nepal from all liabilities and claims I may have now and in the future.
8. To the extent allowable by law, I agree to release and hold harmless and agree not to sue Adventure Nepal with respect to any and all injury, disability, death, or loss or damage to person or property, whether caused by negligence of the person or entity hereby released or otherwise.
9. I hereby release Adventure Nepal from all claims and actions that I may have at any time against Adventure Nepal arising from any damage or injury or any loss or expense that I may suffer as a result of my participation in any trip organised by Adventure Nepal.

For more detail on the adventure of a life time visit our website at [adventurenepal.com.au](http://adventurenepal.com.au)

For questions or booking email us at [info@adnveturenepal.com.au](mailto:info@adnveturenepal.com.au)





## **PART B: ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS**

10. Participating in trips organised by Adventure Nepal involves certain risks. I understand and acknowledge that there are risks, hazards and dangers associated with my participation in a trip. Some risks are inherent in these activities and cannot be eliminated or reduced.
11. I am aware that the enjoyment and excitement of participation in this type of trip is in part derived from the inherent risk incurred by the activities beyond the accepted safety of life at home or work and that these inherent risks contribute to such enjoyment and is a reason for my participation.
12. The risk of injury from physical activities that form part of a trip with Adventure Nepal is significant. While particular rules, training, equipment and personal discipline may reduce risk, the risk of serious injury does exist.
13. I am aware of and understand the dangers associated with the consumption of alcohol or any mind altering drugs before or during any activities organised by Adventure Nepal and I take full responsibility for any injury, loss or damage associated with their consumption. These inherent and other risks, hazards and dangers can cause injury, property damage, illness, mental or emotional trauma, disability and death.

### **The following describes some, but not all of these risks, hazard and dangers:**

- a. Risks involved in physical activity and exertion, for which I may not be prepared.
- b. Risks involved in outdoor environments. These risks include travel at altitude, rough, mountainous and otherwise variable terrain, changeable, unpredictable and extreme weather events and risks from fallen trees, lightening, natural disasters and other effects of weather on the environment. Other hazards include animals, crime and other natural hazards.
- c. Risk of illness or infection associated with consuming food, water and travelling in other countries.
- d. Risks associated with travel. Travel can be by air, road, foot, bus, taxi or other means and can be over rough, mountainous, unpredictable terrain in adverse weather conditions. Adventure Nepal has no means of knowing the safety of the vehicles used or the conditions or experience of the drivers and accept no responsibility or liability in regards to any accident involved with any modes of transportation whatsoever
- e. Risks in decision making. In conducting a trip, Adventure Nepal must make various judgements and decisions. There are risks involved in decision making and Adventure Nepal may misjudge elements such as, but not limited to, weather, terrain, ability or fitness levels, route location and first aid treatment.
- f. Risks associated with geographic location. Adventure Nepal may take trips in remote locations where communication and transportation are difficult and medical evacuation and treatment may be delayed. Adventure Nepal has no way of knowing or predicting areas which may be politically unstable.
- g. Such other risks, hazards and dangers generally associated with travel and participation in physical activities and trips of the sort provided by Adventure Nepal.



14. I understand that the above description of risks is not complete and that other unknown or unanticipated risks, hazards, dangers may result in injury, damage, death or other loss. I acknowledge that in participating in a trip with Adventure Nepal I have responsibilities as a participant. I warrant that I do not and have not at any time suffered blackout, seizure, convulsion, fainting or dizzy spells and am not presently receiving any medication for any illness, disorder or injury which would render it unsafe for me to take part in this trip. I warrant that I have provided Adventure Nepal with information on any and all pre-existing medical conditions. I understand that the presence of Adventure Nepal personnel is no assurance of my safety or lessening of any of these risks.
15. My participation in these activities is purely voluntary. I acknowledge that I am only able to undertake this trip with Adventure Nepal on the understanding that I do so of MY OWN FREE WILL and AT MY OWN RISK. I choose to participate in spite of and with knowledge of the risks. Therefore, I assume and accept full responsibility for the risk identified here and for those risks not identified, and the injury, death, property loss or expenses suffered by me resulting from those risks, and resulting from my own negligence and to the extent allowable by law, the negligence of Adventure Nepal.

### **PART C: ACKNOWLEDGEMENT OF INDEPENDENCE FROM THIRD PARTY ACTIVITY PROVIDERS**

16. I acknowledge that there may be opportunities for me to participate in excursions and activities organised by Third Party Excursion Providers and that Adventure Nepal may act in the capacity of agent to organise these activities. I acknowledge that these activities are undertaken on MY OWN FREE WILL and INDEPENDENT of Adventure Nepal. I acknowledge that this is a contract between me and the Third Party Activity Provider and that Adventure Nepal neither supervises nor controls the activities undertaken. Adventure Nepal is not part of these contracts and can have no knowledge of the safety, skill or adequacy of these providers. Adventure Nepal is absolved from all liability for any injury, loss, damage or death, whether by negligence or otherwise for any activities that I undertake with these providers.

### **PART D: MEDICAL AUTHORITY**

17. I agree that if I suffer injury or illness that Adventure Nepal is entitled, at my cost, to arrange medical treatment and emergency services that Adventure Nepal deems essential for my safety.

### **PART E: TRAVEL INSURANCE**

18. I confirm that I have comprehensive travel and health insurance dated from the day I depart my country of residence to the day I return to my country of residence, I acknowledge Adventure Nepal require to see a copy of this policy. I confirm that this insurance does not exclude helicopter evacuation for medical emergencies.



**DECLARATION and ACCEPTANCE**

I, \_\_\_\_\_  
(full name)

of \_\_\_\_\_  
(address including State and postcode)

confirm that I am over 18 years of age and I have had sufficient opportunity to read and have read the waiver and release agreement prior to signing it.

I acknowledge that I will be participating in recreational activities and that my participation is voluntary. I agree to pay attention and to follow instructions and acknowledge that I am responsible for my own safety.

I fully understand the terms of this agreement and understand that by signing it I have given up substantial rights. I sign this agreement freely and voluntarily without inducement of any kind.

Name \_\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Signed on Behalf of Adventure Nepal by

Name \_\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

