

X Adventure

This Document is signed for X Adventure.

Medical certificate by Doctor.

Participants Name: _____

Age: _____

Height: _____

Weight: _____

Sex: _____

Blood Group: _____

Blood Pressure: _____

Pulse at Rest: _____

Regd. No & Designation: _____

Phone No. _____

Hospital Address: _____

Doctor Name: _____

1. During the last 1 year, have you suffered any significant illness, been hospitalized or required regular care by a doctor?

Yes/No _____

2. Have you ever had any of the following:

a) Tuberculosis, chronic bronchitis, emphysema or any other lung problem?

Yes/No _____

b) Asthma affects my everyday activities and/or I use medication or an inhaler regularly?

Yes/No _____

c) High blood pressure, heart or respiratory problems or rheumatic fever?

Yes /No _____

d) Gout or arthritis or any back, leg or foot problem?

Yes/No _____

e) Gastric or duodenal ulcer, colitis or intestinal trouble?

Yes/No _____

f) Epilepsy or fits of any kind?

Yes/No _____

g) Kidney or bladder disease?

Yes/No _____

h) Diabetes, cancer or tumour of any kind?

Yes/No _____

3. Do you have any physical limitations, handicaps or prosthesis? Do you have difficulty.

Participants:

Signed:

Document Id:

BY AGREEING TO THE TERMS OF THIS AGREEMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS

PLEASE READ CAREFULLY

TO: X Adventure Private Limited, and its subsidiaries, affiliates, and related companies and their respective directors, officers, employees, subcontractors, suppliers, agents, guides, volunteers, independent contractors, representatives, owners, insures, successors, and assigns (individually and collectively, "X Adventure")

Simply put: I am providing this waiver to the companies and people involved in organizing and providing the services I have requested in connection with my travel agreements. "Activities" means the activities and services that X Adventure will be providing , arranging, or organizing on my behalf depending on my chosen itinerary.

These may include:

1. Participation in an adventure travel tour.
2. Canyoneering.
3. Caving.
4. Cycling.
5. Horse riding and other equine activities.
6. Hot air balloon rides.
7. Mountain biking.
8. Rock/rope climbing.
9. Rappelling.
10. Zip lining.
11. Helicopter activities.
12. White water rafting.
13. Trekking.
14. Mountaineering.
15. Travel in public and private transportation (including to and from tour/trip/trek/areas)
16. Snow skiing/snowboarding/snowshoeing

ACKNOWLEDGMENT – HEALTH & SAFETY

I am aware that the physical exertion to participate in the activities can activate or aggravate pre-existing injuries, conditions, or congenital defects. I acknowledge that I should seek medical advice if I know or suspect that my physical condition may be incompatible with the activities. I acknowledge that I am required to wear approved safety equipment while participating in certain activities. I am aware that there are guides and instructors available to answer any questions I may have as to the proper use of any equipment. Simply put: I understand that the activities may require physical exertion and it is my responsibility to make sure I am healthy enough to participate. I will use the recommended safety equipment and ask question if I am unsure how to properly or safely use equipment.

ASSUMPTION OF RISKS

I am aware that the activities involve many risks, dangers and hazards which may include but are not limited to:

1. Personal injury and/or death.
2. Travel to remote areas without access to medical facilities or treatment.
3. Changing weather conditions.
4. Interactions or encounters with wildlife.
5. Equipment malfunctions.
6. Negligence of other participants or guides.
7. Negligence on the part of the X Adventure, including failure to safeguard or protect from the risks or dangers of the activities.
8. Consumption of alcohol.
9. Collisions with vehicles, equipment or structures.
10. Becoming lost or separated from guides or other participants, and the failure to remain within designated areas.

Simply put: I acknowledge that there are numerous risks I may face during my involvement in the activities with X Adventure including the risks listed here.

ALCOHOL AND ILLEGAL SUBSTANCES

If I use, consume, or am under the influence of alcohol or illegal drugs prior to or while engaging in the activities, I ASSUME AND ACCEPT ALL RISKS, DANGERS, AND HAZARDS THAT MAY RESULT FROM THIS INCLUDING THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE, AND LOSS, even in the event of negligence or fault by X Adventure or third parties, and will indemnify X Adventure from any and all liability for any damage to property or personal injury to any third party, resulting from my participation in the activities, while, during, or after consumption of illegal drugs or alcohol.

Simply put: If I consume alcohol or illegal drugs before or during my involvement in the activities I am responsible for any loss, injury, or damage I cause to myself or others.

I AM AWARE OF THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH THE ACTIVITIES.

I am not relying on any oral or written representation or statements made By X Adventure about the safety of the activities other than what is stated in this Waiver. I freely accept and fully assume these risks and the possibility of injury and loss resulting from my participation in the activities.

Simply put: I understand and accept the risks of participating in the activities. I am relying on the statements about the risk contained in this wavier as the definitive source of information about the safety of the activities over any other communications or materials.

RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT

In consideration of X Adventure allowing me to participate in the activities I agree:

1. In the event that I, or my next of kin, suffer any loss, damage, expense, or injury from my participation in the activities INCLUDING THOSE CAUSED BY THE RISKS SPECIFICALLY OUTLINED IN THIS WAIVER, I AGREE TO WAIVE ANY AND ALL CLAIMS I have or may have in the future against X ADVENTURE and to RELEASE X ADVENTURE from any and all liability.
2. TO HOLD HARMLESS AND INDEMNIFY X ADVENTURE from any and all liability for damage to property or personal injury to any third party resulting from my participation in the activities.
3. Any litigation involving the parties to this agreement shall be brought solely within the territory of (J&K UT), India and shall be within the exclusive jurisdiction of the courts of the territory of (J&K UT) INDIA.
4. This agreement shall be effective and binding upon my heir, next of kin, executors, administrators, assigns, and representation, in the event of my death or incapacity.
5. This agreement and any rights, duties, and obligations as between the parties to this agreement shall be governed by and interpreted solely in accordance with the laws of the territory of (J&K UT), INDIA and no other jurisdiction.

By signing this document, I acknowledge for myself and any of the children for which I am responsible that if anyone is hurt or property is damaged during my participation in this activity.

I/we may be found by a court of law to have waived my/our right to maintain a lawsuit against X Adventure on the basis of any claim from which/we have released them herein.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT.

I RECEIVED THE WAIVER FORM ON DATE: _____ I HAVE READ AND UNDERSTAND THIS AGREEMENT AS ON DATE: _____ PRIOR TO CHECKING THE BOX BELOW CONFIRMING MY AGREEMENT.

I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.

Participant information

First Name: _____

Last Name: _____

Gender: _____

DOB: _____

Email: _____

Phone: _____

Address: _____

Location: _____

Id Proof: _____

Electronic Signature Authorization

By applying my electronic signature to this agreement, I agree that my electronic signature is the legally binding equivalent of my handwritten signature on paper. I will not, at any future time, claim that my electronic signature is not legally binding or enforceable. By electronically signing and submitting this agreement, 1) I acknowledge that I have read and fully

understand the terms of the agreement. 2) Voluntarily agree to be bound by this agreement. And 3) Certify that I am 18 years of age or older. My signature applies to all pages of this contract.

I understand that I will receive a Portable Document Format (PDF) version of this agreement after it is signed at the email address I have provided. To view the PDF document, I understand that I will need software that enables me to receive and access PDF files such as Adobe Reader Software or other software capable of reading a PDF file. In order to print and retain a hard copy of this agreement, I understand that if I wish to sign a hard copy of this agreement instead of an electronic version, I must contact the party that may require my signature on this agreement directly.

Signature

Participant