

PARTICIPANT AGREEMENT

With any trip to a mountainous and high altitude region, there are inevitably some risks and uncertainties. Anyone considering taking part in a **TREK8848** Everest Base Camp +/- Island Peak trip needs to give this genuine thought. Our way of ensuring that you are well informed is for you to read our 'participant agreement, waiver & assumption of risk' form and sign to agree that you understand. If you're unsure about anything, don't hesitate to get in touch. After that, we can complete the final steps in the reservation process and start your adventure!...

In consideration of the services provided by **TREK8848** (company name = Trek8848, LLC), I hereby agree to release, indemnify and discharge **TREK8848** on behalf of myself, my next of kin and estate with respect to the following:

1. I acknowledge that trekking +/- mountaineering, entails known and sometimes unanticipated risks that could result in physical +/- emotional injury, damage to property +/- or third parties. I understand that such risks cannot be completely eliminated.

The main risks include: slips & falls including into a crevasse; being struck by rock or icefall; forces of nature such as avalanche; the inherent risk of altitude, including cold injury (frostnip, frostbite hypothermia), acute mountain sickness, cerebral & pulmonary oedema, death.

2. **TREK8848** will not be held responsible for any illness, injury or death sustained on their expeditions, except where such illness, injury or death is caused directly by their proven negligence. They (**TREK8848**) will not be liable for any uninsured loss or damage of personal property in any circumstances.
3. I accept and assume all of the risks that exist in this activity and acknowledge that my participation is purely voluntary. I can use my own judgment to decide if I wish to terminate my participation in the trek/climb. I also accept that should my continued presence during a trek +/- climb, in the opinion of the **TREK8848** guides, endanger my life or the lives of fellow participants, I will stop if directed to do so. I accept that their decision is final.
4. I confirm that I have adequate insurance to cover any injury or damage that I may cause or be subject to whilst participating in a **TREK8848** expedition. Should this not be the case, I agree to bear the costs of such injury/damage myself.
5. I understand that the trekking guides (Rob Casserley, Kevin Vann, Pasang Nuru Sherpa) and their assistants (including porters and other climbing sherpas) will do their very best to ensure that all activities are undertaken in as safe a way as possible, but that they are not immune from making mistakes. They may be subject to equipment malfunction, misjudgement of variables such as weather & snow conditions and even misread my personal fitness/abilities. I am aware of this, but am secure in the knowledge that they will always make decisions based on the many years of experience that they have and that they will utilise a high level of professionalism to get the best outcome for me and the group in which I am participating.

6. Should I require medical assistance from Dr Rob Casserley or Mr Kevin Vann, then I accept that they are offering their help in the role of 'good samaritan' in an extreme environment. Unless the care that they provide is actively detrimental to my health, I forgo the right to take legal proceedings against them on my return to my home country.
7. I will answer the health questionnaire honestly and to the best of my knowledge and understand that the objective of medical screening is not to prevent my participation or to discriminate, but to help **TREK8848** make correct decisions about my suitability for the trip with respect to personal health and safety. I understand that **TREK8848** have a duty of care to both me and the other participants and, as such, if **TREK8848** reasonably believes that I am not sufficiently fit to take part in the trip, they may decline or cancel my booking at any time at their discretion.
8. I accept that **TREK8848** may require me to obtain confirmation from a medical professional that I am fit to travel and participate in the trip. If I am unwilling to provide this information, I may well be asked to forgo my position on the trip and lose my deposit in the process. Even if I am deemed medically fit to participate, if something does go wrong with respect to my personal health, I will in no way hold **TREK8848** responsible.
9. I understand that travel to a 3rd world country such as Nepal, along with undertaking activities such as trekking and mountaineering, result in a number of variables, sometimes out of the control of the company (**TREK8848**) with whom I have contracted for these services. In the event of delays (and rarely, being AHEAD of schedule) to the described itinerary, due to personal illness, poor weather or failings in the infrastructure of the country (Nepal), I will in no way hold **TREK8848** responsible. I understand that travel insurance is highly recommended to cover any personal health problems that may arise whilst in Nepal, and acknowledge that it is also advisable to have insurance for any extra costs that may be incurred due to delays or even cancellations of the itinerary (uncommon but possible). I acknowledge that my return flight tickets to my home country should have a degree of flexibility, so that the return date home could be changed if necessary.
10. I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless **TREK8848** from any claims, demands, or causes of action, which are in any way connected with my participation in this activity, unless there has been clear negligence on behalf of the company. This also applies to rental equipment that has been hired from local providers by **TREK8848** on my behalf. Despite **TREK8848**'s best efforts to ensure the highest quality of rental equipment supplied to me, I understand that they (**TREK8848**) cannot be, in any way, held responsible for failures of this equipment.
11. In the highly unlikely event that I wish to file a lawsuit against **TREK8848**, I agree to do so **solely** in the state of the company's registration, Tennessee. I further agree that the substantive law of that state shall apply in that action. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
12. Should **TREK8848** 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.
13. By signing this form, I acknowledge that I may be found by a court of law to have waived my right to maintain a lawsuit against **TREK8848**. I have had sufficient opportunity to read this document. I have read and understood it and I agree to be bound by its terms.

Please initial box to indicate that you have read and understood the participant agreement