



Ascent Descent Adventures Liability Agreement on Risk Assumption

Ascent Descent Adventures (ADA) takes every precaution to protect program participants and their property. Ascent Descent Adventures, on the other hand, strives to advise participants fully and honestly that risks and dangers exist and are inherent in any wilderness and outdoor adventure and educational activities. As a result, I, the undersigned, agree to release and discharge Ascent Descent Adventures, its officers, directors, employees, contractors, agents, representatives, sponsors, advertisers, and, if applicable, owners and lessors of property used in connection with the Program (collectively referred to in this Agreement as "ADA" or "Releasees") on behalf of myself, my heirs, assigns, personal representatives, dependents, and estates as follow:

1. There is a substantial risk of damage from the activities in this program, including the possibility of lifelong paralysis and death.

Disclosure of Known and Unknown Risks: I understand and recognize that the activities in which I will participate while on ADA programs entail known and unknown hazards that might result in serious injury, death, illness or disease, physical or mental, and/or damage to my property or to other people. The following are some, but not all, of such risks:

(a) An accident while traveling to and from program locations and activities in ADA and other vehicles; (b) Travel and camping in remote locations where sophisticated medical facilities and attention will be lacking, rescue and evacuation may be lengthy, hazardous, and complex, and outside agency assistance may be difficult to obtain;

(c) Exposure to natural forces such as inclement weather, heat, cold, storms, and lightning;

(d) Dangers of mountain travel and rock and mountain climbing, skiing, backcountry skiing, and ski mountaineering, including, among other things, risks of stream and river crossings, rock fall, icefall, avalanches, falling trees, falls on steep slopes or rocky ground, crevasse falls, collisions with other people, and high altitude;

(e) Highly contagious and/or bacterial infection, as well as exposure to dangerous animals;

(f) Any attempt on my part to perform beyond my physical and/or mental ability, or the onset, relapse, or frustration of any medical problem;

(g) Failure of equipment, whether possessed by me, given by or hired from ADA; and I Failure on my part or that of other students enrolled to abide with any ADA instruction.

ADA ACTIVITIES DO NOT TAKE PLACE IN A CONTROLLED ENVIRONMENT AND WILL ALWAYS BE SUBJECT TO THE POTENTIAL DANGERS POSED BY NATURAL FORCES AND TRAVEL IN REMOTE AREAS. THE NATURE AND EXTENT OF THOSE RISKS ARE INCAPABLE OF EXACT DETERMINATION OR CONTROL. CERTAIN ADA ACTIVITIES ARE HAZARDOUS BY NATURE.

2. Knowing that the program includes both known and unknown risks of serious injury, death, or damage to property, I KNOWINGLY AND FREELY ACCEPT AND ASSUME ALL SUCH RISKS, KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERS, and accept full responsibility for my participation. My involvement in the program is entirely optional; no one is compelling me to do so, and I choose to do so despite the dangers.

3. **I voluntarily agree to abide by the terms and conditions of participation.** If I see any unusually substantial hazard while present or participating, I will use my best judgment to withdraw or protect myself from the hazard, bring the hazard to the attention of the nearest ADA representative, and follow any ADA guidelines.

4. **Adequate Health and Insurance:** I certify that I have adequate health, accident, and liability insurance that covers any property damage or injury I may sustain while participating in ADA activities, as well as any bodily injury or property damage caused to a third party as a result of my participation in this event. If I do not have such insurance, I certify that I am financially capable of covering any and all such expenditures or liabilities.



5. **Photographs, Etc:** I agree that ADA and its licensees may use, copy, distribute, display, broadcast and modify any photographs, drawings, sound, video or audiovisual recordings taken or made of me or provided by me for publicity, promotion, advertising, stock photo, catalog, website or other purposes, on any medium and via any content delivery system, and expressly waive any related right of privacy, compensation, copyright or other right.

6. **Medical Information:** Drugs: I have provided correct medical information and have talked with a medical expert regarding my participation in ADA activities. In the case of sickness or injury while engaging in such activities, I hereby consent in advance to whatever medical or surgical diagnostic and/or restorative operation or treatment the attending physician, medical technician, or other person providing medical services deems necessary. I commit not to consume or use any controlled substances while participating in any ADA program, unless authorized by my physician.

7. **Release and Indemnity:** I, for myself and my heirs, assigns, personal representatives, and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS THE ASCENT DESCENT ADVENTURES (including all Releasees) from any and all claims, demands, losses, and liability arising out of or related to any INJURY, DISABILITY, OR DEATH I MAY SUFFER, or loss or damage to person or property.

8. **Disputes.** This agreement shall be regulated and construed in accordance with the internal laws of the Indian state of Himachal Pradesh, without respect to conflict of laws principles. I hereby submit to the exclusive jurisdiction of the courts of the State of Himachal Pradesh with regard to any matter or dispute that arises out of or pertains to any of my agreements with ADA, and/or any act or omission of ADA, and the venue for any such dispute shall be in Hamirpur District, Himachal Pradesh. If any term or provision in this agreement is declared unenforceable, the remainder of the wording will continue in full force and effect. In the event of a disagreement between ADA and me or my members arising out of this Agreement or in some other way related to my participation in ADA activities, the significantly prevailing party shall be reimbursed by the other party for its reasonable costs and expenses (including attorneys' and other expert fees) incurred in the dispute, including such costs and expenses on appeal.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT BY SIGNING IT, I HAVE GIVEN UP SUBSTANTIAL RIGHTS, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. IN SIGNING THIS AGREEMENT, I FULLY ACKNOWLEDGE THAT IF ANYONE, INCLUDING ME, IS HURT OR DIES OR PROPERTY IS DAMAGED WHILE I AM ENGAGED IN ADA ACTIVITIES, I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST ADA OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS.

X _____
Participant's Signature Age Date Country

Print Name: _____ Email address: _____

Permanent Address: _____

PARENTS/GUARDIANS OF MINORS (UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as the parent/guardian with legal responsibility for this participant, consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incident to the minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE RELEASEES' NEGLIGENCE, to the fullest extent permitted by law.

X _____
Parent/Guardian Signature Date Emergency Phone Number(s)