

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN  
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE**

*Please Read Carefully*

**To: Tibet Windhorse Adventure. (hereinafter referred to as “W.H.A.”)**

**Definition:**

The adventure trips organized by W.H.A. involve a variety of trekking, whitewater, adventure and cultural activities. In this agreement, the term “**adventure travel**” shall include all activities, events or services provided, arranged, organized, sponsored or authorized by W.H.A., including but not limited to: trekking, river rafting, inflatable kayaking, whitewater kayaking, swimming, horseriding, hiking, climbing, camping, hot springs, all orientation and instructional sessions; and all travel by car, truck, bus, and river raft.

**ACKNOWLEDGEMENT – TREKKING, RIVER RAFTING AND KAYAKING SAFETY**

I acknowledge that travel at high altitude, the physical exertion required of trekking, river rafting and kayaking and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions, or symptoms. Instruction as to the proper use of the trekking, camping, rafting and kayaking equipment is available from the guides. I acknowledge that I will be advised to wear a life jacket while river rafting and kayaking.

**ASSUMPTION OF RISKS**

I am aware that **adventure travel** involve various risks, dangers and hazards and the possibility of personal injury, death and loss of property. These could include but are not limited to: accidents while traveling by car, truck and bus; accidents involving animals, capsizing of river rafts or kayak; falling from the raft or kayak into long sections of continuous rapids; impact with rocks, trees, rafts or kayaks; hypothermia due to exposure to cold water or accidents involving, trekking, swimming, horseriding, camping, and hot spring use. Weather conditions may be extreme and can change rapidly in Tibet’s environment. Exposure to high altitude increases the risk of illness. I am aware that undertaking adventure travel at high altitude exposes me to the risk of Acute Mountain Sickness (A.M.S.)

In the event of illness or accident, rescue and medical treatment may not be immediately available. Further risks, dangers and hazards may arise through **negligence of other participants or negligence on the part of W.H.A. and it’s staff, including the failure to safeguard or protect me from the various risks, dangers and hazards referred to above.** I acknowledge that these are only a few examples of the risks, dangers and hazards one may encounter during **adventure travel** with W.H.A. Participants are encouraged to consult with W.H.A, in order to gain a full appreciation of the risks, dangers and hazards associated with adventure travel.

**I freely accept and fully assume all risks, dangers and hazards associated with adventure travel, and the possibility of personal injury, death, property damage or loss resulting there from.**

I agree to disclose to W.H.A. any pre-existing physical injuries, conditions or symptoms. I warrant that I have not nor will not consume alcoholic beverages or any illegal substances prior to or during rafting or kayaking. I agree to allow photographic images of myself to be used by W.H.A. for promotional purposes.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of W.H.A. accepting me as a participant on this trip, I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against W.H.A. and its directors, officers, employees, agents, guides, instructors, independent contractors, sub-contractors, representatives, successors and assigns (all of whom are hereinafter referred to as the “RELEASEES”) **AND TO RELEASE THE RELEASEES** from any and all liability for any loss, damage expense or injury including death that I may suffer, or that my next of kin may suffer as a result of my participation in **adventure travel, due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, on the part of the releasees, and further including the failure on the part of the releasees to safeguard or protect me from the risks, dangers and hazards of adventure activities referred to above;**
2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any property damage or personal injury to any third party resulting from my participation in **adventure travel;**
3. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, and representatives, in the event of my death or incapacity;
4. This Agreement and any right, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of China and no other jurisdiction; and
5. Any litigation involving the parties to this Agreement shall be brought solely within the Tibetan Autonomous Region and shall be within the exclusive jurisdiction of the courts of the T.A.R.

**I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**

Full Name of Participant	Nationality
Signature of Participant	Date
Signature of Witness	Signature of Parent or Guardian if under 19 years
Email Address of Participant	