

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

Please note that by signing this agreement, you give up the right to sue for any injury or damages, howsoever caused.

TO: Life Away From Life ("the Company") and its directors, officers, employees, representatives and agents (collectively called "the Agents").

I, \_\_\_\_\_ hereby sign this agreement on behalf of myself, my personal representatives, heirs and assigns.

1. I agree as a precondition to my participation in all events organized by "the Company" and/or "the Agents", including but not limited to: wilderness hiking, trekking, trail running, mountain biking , paddling and/or white water rafting, fixed ropes, rock climbing, bicycle touring, bicycle day trips, social events and group travel (collectively referred to as "the Activities") and in further consideration of "the Company" allowing me to do so, that I will be strictly bound by the terms of this Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement ("the Agreement") ; and

2. I acknowledge that "the Activities" involve **inherent risks and dangers that may cause serious injury and possible death to participants**; and

3. I fully understand the risks and dangers associated with my participation in "the Activities" and **accept same entirely at my own risk** ; and

4. I have satisfied myself, and believe, that I am physically, emotionally and mentally able to participate in this programme, and that my equipment, if applicable, is appropriate for use in this programme; and

5. I understand that all applicable rules for participation must be followed and that at all times the sole responsibility for personal safety remains with me; and

6. I will immediately remove myself from participation, and notify the nearest official, if at any time I sense or observe any unusual hazard or unsafe condition or if I feel that I have experienced any deterioration in my physical, emotional and mental fitness, or that of my equipment, or exceeded my comfort level, for continued participation in any event or related activity ; and

7. I hereby waive **any and all claims** which I may have against "the Company" and "the Agents" and release "the Company" and "the Agents" from **all liability** for injury, death, property damage or any other loss sustained by me as a result of my participation in "the Activities", **due to any cause whatsoever; including negligence, breach of contract, or breach of any statutory or other duty of care** by "the Company" and/or "the Agents" ; and

8. I appreciate that "the Agreement" limits the liability of "the Agents" to the same extent as it limits the liability of "the Company", even though "the Agents" are not formal parties to "the Agreement".

I AM 18 YEARS OF AGE OR OLDER, AND I HAVE READ AND UNDERSTAND "THE AGREEMENT". I UNDERSTAND THAT THIS DOCUMENT CONTAINS A PROMISE NOT TO SUE "THE COMPANY" AND/OR "THE AGENTS" AND THAT IT CONSTITUTES A RELEASE OF LIABILITY AND AN INDEMNITY FOR ALL CLAIMS. IF I AM THE PARENT AND/OR GUARDIAN OF THE PARTICIPANT I HAVE READ AND UNDERSTAND AND EXECUTE "THE AGREEMENT" ON BEHALF OF THE CHILD/WARD.

I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT

This \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_ at Mumbai.

Signature of Participant or Parent/Guardian

Print Name of Participant:

Signature of Witness

Print name of witness:

Print name of Child/Ward