



Disclaimer-cum-Participant Agreement of Offbeat Compass LLP
(Including Assumption of Risk, Agreement and Release of Liability)

- I, _____ taking part in the _____ Event/Trek on _____ solemnly, agree and understand that risks involved in participating in this event conducted by the **“Offbeat Compass LLP”- (Travel Agency)**

Assumption of Risks:

- i) I am fully aware that participation in the activities of the **“Offbeat Compass LLP”** which includes traveling, trekking, hiking, mountaineering, kayaking, recreational, and sporting or any other activities carries with it certain inherent risks that cannot be eliminated regardless of the care taken by the organizers to avoid such risks.
- ii) I understand that COVID-19 is a highly infectious disease, and that contract with the virus that causes COVID-19 may result in significant personal injury or death.
- iii) I understand that **“Offbeat Compass LLP”** has undertaken reasonable steps to lessen the risk of transmission of COVID-19 in connection with the traveling, accommodation, treks as per the Guidelines of World Health Organization. I further understand that use of face mask, frequent use of sanitizers and social distancing must be followed as per the Central and State Governments norms.

Inherent Risks may include:

- iv) (1) Injuries from slips and falls on the trail from boulders, hills. Injuries that may be caused by animals, aquatic species, poisonous creatures or plants, snakes and insects on trek/hike. Hikers getting trapped or injured by forces of nature such as flooding, drowning, wild fires, thunderstorm, lightning, cloud bursts, heavy rains, fierce storm, heat waves, falling trees, poisonous creatures or plants, attack by locals in dire circumstances, drop of oxygen levels at high altitudes, getting trapped in glaciers, blizzards, avalanches, crevasse, landslides, tornados, earthquakes, flips from valleys, getting stuck in caves, high tides, volcanic eruptions, solar radiation., etc.
- (2) Injuries and complications ranging severity from minor to dreadful may resulting directly or indirectly in risks including acute altitude sickness, Khumbu cough, blood pressure fluctuations, fever, bruises, sprain of ankles, breaks, fatigue, vomiting, high-altitude retinopathy, hypothermia, change in corneal thickness, and cataract, and dry eye syndrome but not limited to loss, personal injury, sickness, death, damage, and expense, the exact nature of which are not currently ascertainable, and all of which are to be considered Inherent Risks.
- (3) The risk of coming into close contact with individuals or objects that may be carrying COVID-19;
- v) I hereby voluntarily accept and assume all risk of loss including loss of objects, personal belongings and personal injury, sickness, death, damage, and expense arising from such Inherent Risks.
- vi) I will not resort to abuse of any intoxicants like alcohol, cigarette smoking, hookah, drugs, or any other psychotropic substances.

vii) Furthermore, I represent and warrant that I do not suffer from any medical condition or disease that might in any way hinder or prevent me from participating in activities conducted by the “**Offbeat Compass LLP**”

viii) The Assumption of Risks, Release, and Waiver of Liability Agreement (“Agreement”) shall be binding on my heirs, executors, power of attorney holders, successors, and assigns. I expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by applicable laws of the land, and that if any portion of this Agreement is found to be void or unenforceable or become obsolete at any point, the remaining portions shall remain in full force and effect.

ix) This Agreement contains the entire understanding of the parties relating to the subject matter of the event, and shall not be altered, modified, amended, waived or supplemented in any manner whatsoever.

x) I understand that this is a Standard Form Agreement and I enter into it voluntarily with in consideration of the opportunity to participate in the above mentioned activities.

xi) I further understand that this agreement falls under the fundamental maxims of torts, ‘*Volenti non fit injuria*’ that a person who consents to an act and suffers an injury cannot later on complain and claim damages for the same.

xii) I understand that the organizers are not responsible in any manner for any risks in connection with above mentioned activities provided by “**Offbeat Compass LLP**”.

xiii) I understand that the list of inherent risks and damages are inclusive but not exhaustive.

DECLARATION:

I confirm that I’m 18 years of age or older, by entering into this agreement, I or minor/guardian signing on behalf of the minor, hereby acknowledge, that I am participating in this event with my full consent and agree to hold “**Offbeat Compass LLP (Travel Agency)** absolutely harmless and release it from any and all liability for any damages including, without limitation, monetary losses, damage to person or property, illness/disease, fatalities, delays, negligence, or any form of inconvenience, which I may incur as a result of any unforeseen circumstances by participating in this event which is being conducted by the organizers.

Name _____ S/o D/o W/o F/o _____
R/o _____

Emergency Contact No. _____ Blood group _____ Signature _____.