

Himalayan Health Exchange Inc.
2337 Tanglewood Road, Decatur, GA 30033

**WAIVER, RELEASE, ASSUMPTION OF RISK,
INDEMNIFICATION AND COVENANT NOT TO SUE
AGREEMENTS**

This document affects your legal rights. You must read and understand it before signing it.

I, _____, hereinafter the Undersigned, being fully competent, qualified and capable, wish and desire to enter an agreement which will allow me to participate in activities, medical/dental expeditions and outland adventures offered by Himalayan Health Exchange inc., hereinafter Himalayan Health, with the above Organization. I further certify that I have adequate and sufficient insurance and resources available and in force to provide for full and complete health insurance coverage, as well as compensation for myself, my spouse, next of kin, or others, in the event of any injury, death or disability to me which may result in any way from my participation in the activities offered by Himalayan Health.

In consideration of the provision of the services provided by Himalayan Health, the Undersigned does hereby agree, on behalf of myself, my spouse, my next of kin, personal representatives, executors, administrators, and assigns as follows:

**ASSUMPTION OF ALL RISKS, RELEASE OF LIABILITY, COVENANT NOT TO SUE AND
INDEMNIFICATION AND HOLD HARMLESS AGREEMENTS**

The undersigned expressly recognizes and acknowledges that there are numerous risks, hazards and dangers incident to the participation in any of the activities incident to the trip or outings in which the undersigned desires to participate, including working in clinics and hospitals, hazards incident to travel in mountainous terrain, on water including rapids, the forces of nature, travel by aircraft, boat, raft, automobile, bus or other means of conveyance, the occurrence of any one of which could result in serious illness, injury, financial loss, and disability, (hereinafter "injury" or "injuries") including, but not limited to, infections, altitude illness, personal injuries, such as sprains, strains, broken bones, torn ligaments, pain and suffering, emotional or mental injuries, and death, as well as property damage. Such incidents may occur anywhere, including in remote or inaccessible areas without means of rapid evacuation and without the availability of medical supplies or facilities. This list is for illustrative purposes only; the Undersigned understands and agrees that this document applies to any and all illnesses and injuries, which might arise from participation in outdoor medical expeditions and adventure activities.

The undersigned does expressly acknowledge that the enjoyment and excitement of health and wilderness medical expeditions and adventure travel as provided by Himalayan Health Exchange is derived in part from the inherent risks incurred while participating in health camps and working in clinics and hospitals which could lead to exposure to various infections and viruses, including but not limited to COVID 19 while providing care to patients or coming in contact with ground staff and other team members, by travel and activity beyond the accepted safety of life or activities at home, work, or other forms of recreation or vacation.

Signature _____

THE UNDERSIGNED EXPRESSLY ACKNOWLEDGES, RECOGNIZES AND VOLUNTARILY ASSUMES THE RISKS OF ANY INJURY, AS WELL AS ALL LOSS OR DAMAGE, OF WHATEVER KIND OR CHARACTER AND FROM ANY CAUSE, EXPRESSLY INCLUDING ANY INJURY, LOSS OR DAMAGE TO BAGGAGE OR EQUIPMENT RESULTING IN ANY WAY FROM ANY ACTS OF OMISSION, COMMISSION OR NEGLIGENCE ON THE PART OF ANY GUIDES, SPONSORS, OTHER PARTICIPANTS, ASSOCIATES, PROPERTY OWNERS AND PROPRIETORS OF ANY OF THE PREMISES USED BY THIS ORGANIZATION, HIMALAYAN HEALTH EXCHANGE AND ALL AGENTS, OFFICERS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS AND PREDECESSORS THEREOF, IN ANY WAY ARISING FROM OR RELATED TO MY PARTICIPATION IN THE ACTIVITIES. THE UNDERSIGNED FURTHER AGREES THAT ALL SUCH PARTICIPATION SHALL BE AT THE UNDERSIGNED'S OWN RISK AND THE UNDERSIGNED EXPRESSLY ASSUMES THE RISK OF ANY AND ALL SUCH INJURIES AND LOSSES. THE UNDERSIGNED DOES HEREBY COVENANT NOT TO SUE AND DOES FURTHER EXPRESSLY AGREE THAT THE ABOVE PERSONS, FIRMS AND ENTITIES AND THE GEORGIA BOARD OF REGENTS AND THE STATE OF GEORGIA, ARE FOREVER RELEASED AND DISCHARGED AND SHALL NOT BE LIABLE FOR ANY CLAIMS, DEMANDS, INJURIES, DAMAGES, ACTIONS OR CAUSES OF ACTION WHICH ARISE OUT OF THE UNDERSIGNED'S PARTICIPATION IN OUTINGS OFFERED BY HIMALAYAN HEALTH EXCHANGE.

IN ADDITION TO EXPRESSLY RELEASING AND DISCHARGING THE ABOVE, THE UNDERSIGNED FURTHER EXPRESSLY AGREES TO INDEMNIFY AND HOLD HARMLESS SUCH PERSONS, FIRMS AND ENTITIES ENCOMPASSED BY THIS AGREEMENT FROM ANY AND ALL CLAIMS, DEMANDS, INJURIES, DEATH, DAMAGES, ACTIONS OR CAUSES OF ACTION ARISING FROM UNDERSIGNED'S PARTICIPATION IN THE MEDICAL AND DENTAL EXPEDITIONS OFFERED BY HIMALAYAN HEALTH EXCHANGE, INCLUDING, BUT NOT LIMITED TO ALL ATTORNEYS FEES, COSTS, EXPENSES, DAMAGES, JUDGMENTS, OR ACTIONS IN ANY FORM.

The Undersigned hereby agrees to the terms and conditions and to the refund policies of Himalayan Health Exchange as mentioned in the application and undersigned further agrees to arrange for his/her own trip cancellation to cover compensation for lost baggage, trip interruption due to natural causes where a trip may have to be terminated, medical and emergency evacuation insurances. The undersigned acknowledges that Himalayan Health reserves the right to make last-minute changes in trip locations and itineraries if deemed advisable in Himalayan Health's sole discretion. The undersigned agrees that all photographs during the trip in which the undersigned appears, can be published or printed in text or web pages by Himalayan Health at any time in future. It is further agreed that the undersigned will follow the daily schedule as mentioned in the trip itinerary and that if his/her actions are found to be reckless or dangerous, that could, in the trip leader's judgement, cause physical, emotional or psychocological injury to the undersigned or endanger another team participant, Himalayan Health will withdraw the undersigned's participation at such point. The Undersigned acknowledges that incase his/her participation is withdrawn following such reckless and dangerous behavior; the undersigned will not be entitled to a refund for any unused portion of the trip.

Signature_____

The undersigned further agrees not to sponsor, encourage, assist or offer direct or indirect help through sponsorship to staff members, guides, drivers, helpers, porters employed and/or contracted by Himalayan Health Exchange or to relatives, friends or associates of any employee or contract worker associated with Himalayan Health. It is agreed that the undersigned will not personally or through any contact known to the undersigned, encourage, assist or help any person associated in any way to the above mentioned organization to leave India, Nepal or Tibet for any purpose whatsoever. This includes getting employment, student, medical, marital status, tourist, political asylum or any other category visas for, including but not limited to the U.S.A, Canada, Britain or Australia without the written consent of Himalayan Health.

The Undersigned further declares and represents that no promise, inducement, agreement or representation not contained herein has been expressed or made to the Undersigned and this document contains and reflects the entire agreement between the parties and that all terms of this agreement are contractual and not a mere recital. The Undersigned further expressly agrees that any modification or revision of any provision of this agreement must be made in writing and executed by both the Undersigned and Himalayan Health Exchange, and that there can be no oral modification of this agreement whatsoever, including, but not limited to, the requirement that any modifications hereof be in writing and executed by both parties hereto. If any portion, part or provision of this agreement is held to be unenforceable, the remaining portions shall remain in full force and effect.

It is agreed that this agreement shall be construed and governed in accordance with the laws of Georgia and the Undersigned hereby consents and agrees that all disputes and matters whatsoever arising under, or in connection with this Agreement shall be presented and resolved exclusively in a Court located in Dekalb County, Georgia U.S.A.

I (THE UNDERSIGNED), HAVE READ AND CLEARLY UNDERSTAND THE LANGUAGE AND MEANING OF ALL OF THE PROVISIONS OF THIS AGREEMENT. I CLEARLY UNDERSTAND THAT OUTLAND ADVENTURES AND HEALTH CAMPS INVOLVE EXTREME PHYSICAL EFFORT AND GREAT RISK OF SERIOUS ILLNESS, INJURY AND THAT I HAVE RELEASED, DISCHARGED AND WAIVED RIGHTS I WOULD OTHERWISE HAVE, SHOULD I SUFFER ANY INJURY BY MY PARTICIPATION IN SUCH ACTIVITIES. I FURTHER CERTIFY THAT I HAVE NO MEDICAL DISABILITY, CONDITION OR IMPAIRMENT WHICH WOULD IN ANY WAY INTERFERE WITH MY PARTICIPATION IN ANY OF THE ACTIVITIES INVOLVED IN THE ADVENTURES IN WHICH I HAVE FREELY AND VOLUNTARILY CHOSEN TO PARTICIPATE.

Signature

Date

Parent/ Legal Guardian

Printed name

Witness