

Terms and Condition

PLEASE READ AND UNDERSTAND THESE POLICIES BEFORE SUBMITTING YOUR APPLICATION TO Himalayan Sherpa Trek & Expedition, LLC. (HSTE)

ACKNOWLEDGMENT AND ASSUMPTION OF RISK, RELEASE AND INDEMNIFICATION

In consideration of the services provided by Himalayan Sherpa Trek & Expedition, Inc., its shareholders, directors, officers, employees, agents, volunteers, participants and all other persons or entities associated with or acting in any capacity on its behalf (collectively referred to as "HSTE"), I hereby agree to release, indemnify and discharge HSTE, on behalf of myself, my heirs, assigns, personal representative and estate and for all members of my family, including minor children, as follows:

1. I acknowledge that rock climbing and mountaineering entail known and unanticipated risks that could result in physical or emotional trauma, injury, paralysis, death or damage to myself, property and/or third-parties. Although HSTE has taken reasonable steps to provide me with appropriate equipment and skilled guides, I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: the hazards of traveling in uneven mountainous terrain and slips and falls; being struck by rock fall, icefall or other objects dislodged or thrown from above; the use of climbing ropes and equipment; the forces of nature, including lightning, weather changes and avalanche; the risk of falling off the rock, mountain or into a crevasse; the risk of exposure to insect bites; the risk of altitude and cold including hypothermia, frostbite, acute mountain sickness, cerebral and pulmonary edema; my own physical condition; and the physical exertion associated with this activity. Additional dangers may include the hazards of traveling in the Third World; accident or illness in remote places without access to emergency medical facilities; war, terrorism and other forces. I understand that this description of these risks is not complete and that other unanticipated inherent risks may occur.

Furthermore, HSTE has a difficult job to perform. It seeks safety but is not infallible. It might be unaware of my or another participant's fitness or abilities. It might misjudge the weather or other environmental conditions. It may give incomplete warnings or instructions and equipment being used might malfunction. I acknowledge that engaging in this activity may require a degree of skill and knowledge different than other activities and that I have responsibilities as a participant. I acknowledge that HSTE has been available to more fully explain to me the nature and physical demands of this activity and the risks, hazards, and dangers associated with this activity.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in the activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless HSTE from any and all claims, demands or causes of action which are in any way connected with my participation in this activity or my use of HSTE's equipment or facilities including any such claims which allege negligent acts or omissions of HSTE.

4. Should HSTE or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this Agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. I understand that HSTE may contract with independent contractors to provide services on the trip or activity, including transportation, travel services and guide services. I understand that HSTE has no control over and accepts no responsibility for the actions of any independent contractor involved in providing services on the trip/activity. The laws of the State of Washington will govern this Agreement and I consent to the jurisdiction and venue of the federal and state courts sitting in Seattle, Washington. If there is a dispute between the parties relating to this document, the party substantially prevailing will be entitled to recover all costs and expenses of any subsequent proceedings (including trial, appellate, and arbitration proceedings), including the attorney fees incurred therein. By signing this document, I acknowledge that if anyone is hurt or property damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against HSTE on the basis of any claim from which I have released them herein. I have had sufficient opportunity read this entire document. If any part of this Agreement is deemed unenforceable, all the parts shall be given full affect to the extent possible. I have read and understand it, and I agree to be bound by its terms.

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of (the "Minor"), being permitted by HSTE to participate in its trip/activities and to use its equipment and facilities, as the parent or guardian of Minor, I hereby give my permission for Minor to participate in the foregoing and further agree, individually and on behalf of Minor, to the terms of the above and to indemnify and hold harmless HSTE from any and all claims which are brought by or on behalf of Minor.

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PAYMENT SCHEDULE

Scheduled International Trips:

- At time of reservation – 50% (unless otherwise noted)
- 120 days from departure - Balance of trip cost - final payment by check

Scheduled Domestic Trips:

- At time of reservation - 50% of trip cost
- 30 days from departure - Balance of trip cost - final payment by check
- Denali - 60 days from departure - Balance of trip cost - final payment by check

Custom Trip Planning:

You will be charged a non-refundable \$250 fee to price and organize your custom trip. The fee will be applied toward your deposit when you sign up for the trip. Normal payment and cancellation policies then apply.

Date Change Fee Policy:

- All date changes must be received in writing along with new application.
- \$150 domestic fee or \$250 international fee for all date changes.
- Any change from trip departure can be extremely difficult and is subject to all incurred expenses as assessed by HSTE. Change is made at HSTE's discretion.

- All date changes are for credit only (no refunds) and valid for one year from written change notification and receipt of new application.
- Charge for international trips and Denali must be made 90 days prior to trip departure; 30 days for domestic trips.

CANCELLATION POLICY

if you decide to cancel your trip or change your itinerary, HSTE must be notified in writing. Your trip will be cancelled from the date written notice is received. You will be assessed a fee according to the following schedule. If proper written cancellation notice is not received, amounts paid and reservations made will be forfeited.

International Trips:

- More than 120 days from Trip Departure: \$250 Fee
- 120 to 60 days from Trip Departure: \$500 Fee
- 59 to 45 days from Trip Departure: 50% of Trip Cost
- Less than 45 days from Trip Departure: 100% of Trip Cost

Domestic Trips:

- More than 60 days from Trip Departure: \$100 Fee, Denali: \$200 Fee
- 59 to 30 days from Trip Departure: 50% of Deposit
- Less than 30 days from Trip Departure: 100% of Trip Cost

HSTE is not responsible for expenses (e.g. nonrefundable airline tickets, visa fees, equipment, etc.) incurred by trip members in preparing for cancelled trip, regardless of cancellation reason, or for any additional expenses should the trip members have embarked or returned prior to or after any scheduled date. HSTE is not responsible for expenses incurred due to any deviation from the schedule undertaken by choice of trip participant. HSTE alone reserves the right to cancel (in accordance with the above terms), or postpone any trip due to acts of man (e.g. war, terrorism, etc.), or forces of nature beyond HSTE's control.

CONDITIONS

Route Changes: It is possible that a route change due to forces of nature may become necessary on the trip. Route changes will always be at the discretion of the guide. No refunds will be available in the event of any route or itinerary change. **Postponement or Delay:** Delays and postponements in transportation sometimes occur. HSTE cannot be responsible for these at any time. Every effort will be made to minimize any inconvenience, but HSTE is not responsible for any additional costs that may arise.

Responsibility: Trip members are responsible for the cost of evacuations. Trip insurance, which includes emergency evacuation coverage, is strongly recommended.

HSTE will take every care with client's baggage and property but is not liable for loss, damage, theft or delayed delivery. HSTE acts as an agent for the transport, accommodations, and services of the company supplying this trip. HSTE may not be held liable for non-performance of any such supplier.

If the client is not able or willing to assume the above-mentioned risks, the client should purchase trip insurance.

Trip Cancellation: HSTE reserves the right to cancel any trip due to insufficient sign ups, in which case, HSTE will provide a full refund.

I have read the foregoing policies and conditions of Himalayan Sherpa Trek & Expedition, Inc. and in signing this application; I understand and accept these policies:

*If you experience any troubles with the online application please contact our office at (206)-324-9000? I do not agree to the terms and conditions listed above.