HIMALAYANWONDERS ADVENTURE (P) LTD 179 CHAKSIBARI MARGA 15/1 THAMEL, KATHMANDU, NEPAL 14328

PARTICIPANT RELEASE OF LIABILITY & ASSUMPTION OF RISK

I. Operational Structure. I acknowledge and understand that my expedition involves two separate and independent companies: HimalayanWonders Adventure (P) Ltd ("HW Adventure"), a company organized under the laws of Nepal (Reg. No. 113079/69/070), which alone provides and operates all field services, trekking, guiding, transport, accommodation, and logistics in Nepal; and Travel Payment Solutions LLC ("TPS"), a United States (Utah) company operating under the trade names "Himalayanwonders" and "AdventureHero" (Nepal expeditions are offered through both), which provides only booking facilitation, customer support, and payment processing and does not own, operate, control, or supervise any on-the-ground services. Neither entity is the agent, partner, joint venturer, or employee of the other. References to each entity include its respective owners, officers, employees, and agents.

II. Acknowledgment of Inherent Risks. I understand that trekking and mountain climbing in Nepal, and associated air and ground travel, involve inherent risks that cannot be eliminated without destroying the unique character of the activity, including but not limited to: altitude-related illness (Acute Mountain Sickness, High Altitude Pulmonary Edema, and High Altitude Cerebral Edema); travel via STOL aircraft to remote airstrips (e.g., Lukla) subject to extreme weather and terrain; avalanches, rockfalls, landslides, glacial movement, and unpredictable weather; and remote logistics with limited access to medical facilities and potentially delayed helicopter evacuation. I assume and accept full responsibility for these risks, including those not specifically identified herein.

III. Medical Disclosure & Emergency Treatment. I certify that I have disclosed, on the Emergency Contact / Medical Details form and to my Adventure Specialist, all physical, medical, or mental conditions, medications, and prior altitude-related problems that could affect my safe participation, and that I have no undisclosed conditions that would impair my ability to participate safely. I authorize HW Adventure to arrange for any emergency medical treatment, evacuation (including helicopter), and hospitalization as may be necessary without my further consent. Any assistance provided by TPS in connection with an emergency is limited to administrative and communications support and does not create any duty of care or operational responsibility on the part of TPS. I am solely responsible for all costs of such treatment and evacuation not covered by my insurance.

IV. Assumption of Risk, Release, and Indemnity.

(a) Express Assumption of Risk. I knowingly, freely, and voluntarily assume all risks, both known and unknown, associated with my participation in the activities, even if arising from the ordinary negligence of TPS, HW Adventure, or their respective agents, employees, officers, directors, and affiliates (collectively, the "Released Parties").

(b) Release. In consideration of being permitted to participate in the services and activities, I hereby release, waive, acquit, and forever discharge each of the Released Parties, severally, from any and all past, present, or future claims, demands, actions, causes of action, or losses for bodily injury, personal injury, psychological injury, property damage, wrongful death, or consequential damages arising out of or related to my participation, including claims resulting from the ordinary negligence of any Released Party, to the fullest extent permitted by law. This release does not apply to liability that cannot be released or limited under applicable law, including liability for gross negligence, willful misconduct, or fraud.

(c) Indemnification. I agree to indemnify, defend, and hold harmless each Released Party from and against any and all claims, demands, losses, liabilities, attorney's fees, and costs asserted by any third party arising out of or resulting from my conduct during the activities.

V. Governing Law & Disputes. Field Operations: any dispute, claim, or legal action regarding on-ground services, trekking, or injury in Nepal shall be brought only against HW Adventure, shall be governed by the laws of Nepal, and must be brought exclusively in the courts of Kathmandu, Nepal. Booking & Financial Services: any dispute regarding booking facilitation or payment processing by TPS shall be governed by and resolved in accordance with the Dispute Resolution (Booking & Arrangements) provisions of the Terms of Service I accepted at the time of booking (the Himalayanwonders or AdventureHero Terms of Service, as applicable).

VI. Terms of Service; Severability; Binding Effect. I acknowledge that I have received and accepted the Terms of Service applicable to my booking. With respect to field operations in Nepal, this agreement controls over the Terms of Service; with respect to booking, payment, and coordination services provided by TPS, the Terms of Service control. If any provision of this agreement is held invalid or unenforceable, it shall be modified to the minimum extent necessary to make it enforceable or, if it cannot be so modified, severed, and the remaining provisions shall continue in full force. This agreement is binding upon myself, my heirs, personal representatives, and estate. By signing, I acknowledge that I have read and fully understand the terms of this waiver.

Trek/Climbing Route: _____ **Nationality: _____**

Printed Name: _____

_____ _____

Signature **Date**

HIMALAYANWONDERS ADVENTURE (P) Ltd

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EMERGENCY CONTACT / MEDICAL DETAILS

Guest Name: _____ **Trekking Date: _____**

EMERGENCY DETAILS

Contact Name: _____

Relationship: _____

Contact Number: _____

Contact Address: _____

MEDICAL DISCLOSURE

List all physical, medical, or mental conditions, current medications, allergies, and any prior altitude-related problems. Write "None" if not applicable. Do not leave blank.

Conditions: _____

Medications: _____

Allergies: _____

Prior Altitude Issues: _____

CERTIFICATION OF FITNESS & MEDICAL PROXY AUTHORIZATION

I understand the physical requirements of the activity in which I will be participating. I certify that I have disclosed above all physical, medical, or mental conditions, medications, allergies, and prior altitude-related problems that could affect my safe participation, and that I have no undisclosed conditions. I agree to assume all risks that may be created, directly or indirectly, by any disclosed condition. I hereby authorize HimalayanWonders Adventure (P) Ltd to arrange for any emergency medical treatment, evacuation, and hospitalization as may be necessary for me because of participation in this activity without my further consent, and I authorize the sharing of the information on this form with medical providers and my emergency contact for that purpose. I acknowledge that any assistance provided by Travel Payment Solutions LLC in connection with an emergency is limited to administrative and communications support and does not create any duty of care or operational responsibility on its part. I acknowledge that I am responsible for any costs associated with evacuation or treatment in the case it is not covered by my insurance.

_____ _____

Signature **Date**