

Terms and Conditions

1. Acknowledgment of Risks

Trekking is an adventurous activity that inherently involves a variety of risks and uncertainties. By choosing to trek with Planethimalayas, I acknowledge and accept the following potential hazards:

Natural Threats: - **Unpredictable Weather:** I understand there is always a possibility of facing sudden rain, cloudbursts, flash floods, or Glacial Lake Outburst Floods (GLOFs), either during the trek or at the campsite. Harsh weather conditions such as hailstorms, thunderstorms, lightning, high-altitude winds, and abrupt temperature drops can not only affect comfort but may also lead to the cancellation of the trek without prior notice. - **Wildlife Encounters:** Trekking trails may intersect with habitats of wild animals including bears, snakes, and a range of insects or arthropods. These encounters pose serious risks. - **Flora Exposure:** Some plant species in the trekking regions may be toxic or harmful upon contact or ingestion. I understand that interacting with such vegetation could result in serious consequences. - **Natural Calamities:** Mountainous terrains are prone to landslides, avalanches, earthquakes, and whiteouts — all of which could significantly endanger life and disrupt the trek.

Altitude and Injury Risks: - High-altitude conditions can lead to Acute Mountain Sickness (AMS), High Altitude Pulmonary Edema (HAPE), or High Altitude Cerebral Edema (HACE). - I understand that trekking surfaces are uneven and potentially slippery. This increases the chance of falls, slips, or injuries — including accidental drowning. - Misuse or malfunctioning of trekking gear (e.g., trekking poles, safety equipment) may also result in accidents. - Accidents during the trek could cause emotional or physical trauma, temporary or permanent disabilities, or even paralysis. - Injuries caused by fellow trekkers or locals are also possible. - I acknowledge that sun exposure, extreme cold, or environmental factors may cause health issues such as sunburn, frostbite, hypothermia, dehydration, heatstroke, chilblains, or hypoxia.

Medical Emergencies: - Trekking routes often lack access to nearby hospitals or clinics. I understand that medical attention may be delayed or unavailable. - I am aware that evacuation due to an emergency may be logistically difficult and time-consuming.

Additional Concerns: - **Civil or Political Disturbance:** Unrest due to protests, strikes, conflicts, or terrorism may impact trek safety. - **Equipment Failures:** I accept that gear failure could lead to difficulties or injuries. - **Transportation Disruptions:** Travel to or from the basecamp may be delayed or disrupted due to vehicle failure, cancellations, or roadblocks. - **Disease Exposure:** Trekking in unfamiliar regions may expose me to infectious diseases or health risks.

By agreeing to this document, I confirm: - I am fully aware of the above-mentioned risks. - I am voluntarily participating in the trek. - I agree to follow all safety protocols and guidance provided by Planethimalayas staff. - I will take full responsibility for any gear or equipment used during the trek. - I acknowledge that while Planethimalayas' staff are trained and experienced, they are human and cannot foresee or prevent every risk. - My safety and well-being ultimately remain my responsibility.

2. Personal Declaration

I take full ownership of my physical readiness for the trek, based on the eligibility and fitness standards set by Planethimalayas.

Health Statement: I certify that: - I am physically and mentally fit. - I have no known medical conditions that could restrict me from undertaking the trek. - No medical professional has advised me against participating in this activity.

Legal Liability: I confirm that: - I am solely accountable for my safety throughout the trek. - I voluntarily assume all known and unknown risks involved. - Planethimalayas is not liable for any injuries, illnesses, or losses sustained during or after the trek. - I understand that Planethimalayas will not cover any medical costs I may incur.

3. Indemnity Clause

Should my actions cause harm or inconvenience to another person or damage to property — whether intentionally or by accident — I agree to compensate Planethimalayas for any resulting expenses. This includes costs related to repairs, medical treatments, or legal actions.

4. Safety Procedures

- I am aware that high-altitude trekking may cause symptoms related to oxygen deprivation and altitude sickness. If the trek leader believes it is unsafe for me to continue, I accept their decision to descend me to a safer altitude.
 - I understand that health checks (oxygen level, pulse, blood pressure) will be conducted regularly at various camps. Based on these assessments, Planethimalayas reserves the right to disallow me from proceeding further if my health metrics fall below acceptable standards. These standards are available with trek leaders.
 - I am aware that the terrain will involve challenging and unpredictable conditions including steep slopes, snow-covered paths, and rocky trails.
 - If the trek leader concludes that I am physically unable to complete the trek without constant support, I understand that I may be turned around.
 - Alcohol, tobacco, and any recreational drugs are strictly banned throughout the trek. Consumption of such substances may result in immediate removal from the trek and basecamp.
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5. Voluntary Agreement

I have read and fully understood all the terms stated in this agreement. I consent to the conditions knowing the legal impact it may have. Even if any clause here is declared unenforceable, the remainder shall remain valid.

I acknowledge that the trek cost was calculated assuming my full consent to these terms. Without this agreement, Planethimalayas would not be able to offer the trek services.

I agree that my electronic or digital acceptance of this agreement shall hold the same validity as a signed physical document.

6. Documentation Responsibility

It is solely my duty to carry all necessary documents related to this trek (passport, ID, permits, visa, etc.). Planethimalayas will not be held responsible if I fail to present these documents when required.

Planethimalayas also disclaims liability in case of loss, theft, or damage to any personal identification or travel documents.

I voluntarily consent to provide my Aadhaar number for use by Planethimalayas in matters related strictly to identity verification, trek permit processing, and administrative formalities. This data will be used solely for these purposes in accordance with Indian law. I understand I may withdraw this consent prior to its usage by submitting written notice.

7. Cancellation Policy Acknowledgment

I agree to abide by the cancellation policy of Planethimalayas as outlined in the official document.

[Link to PDF Cancellation Policy]

8. Termination of Participation

I understand that Planethimalayas reserves full rights to terminate my participation under the following circumstances:

- If I am found consuming alcohol, smoking, or using recreational drugs during any part of the trek or even at the basecamp.
- If I suffer from any illness or injury during the trek that makes me unfit to continue.
- If my poor fitness level slows down the trek and disrupts the group's pace.
- If my health statistics (e.g., blood pressure, oxygen level) are found to be outside acceptable limits.
- If I demonstrate unacceptable behavior, including but not limited to:
 - Sexual misconduct toward any participant or staff
 - Refusal to follow trek guidelines or leader instructions
 - Physical or verbal aggression, including:
 - Use of abusive language or profanity
 - Making threats
 - Shouting or screaming to express dissatisfaction
 - Physical contact such as pushing or shoving
 - Religious, political, or sexist remarks
- Misuse or mistreatment of Planethimalayas gear or property

In the event of such termination, I acknowledge: - I will not be awarded a trek completion certificate - I will not be eligible for any refund - I will bear the costs of my return from the trek (mule, vehicle, guide, etc.)