



# Himalaya Journey

## Release of Liability, Assumption of Risk and Indemnification Agreement

**1. Travel and Rescue Insurance:** All clients traveling with Himalaya Journey must have an international travel insurance policy that covers things ranging from lost luggage, delayed or canceled flights, trip interruption or cancellation, medical expenses coming from personal illness or accident, as well as provide coverage for emergency evacuation and repatriation. We recommend companies such as World Nomads, Trip Assure and Ripcord Rescue Travel Insurance. Proof of travel insurance will be required from each client before arriving to China (Tibet), Nepal, Bhutan or India. Proof of insurance will need to be provided 10 days before the start of your journey.

**2. Journey Deposits:** For *Private Package Tours, Group Tours and Custom Tours*, a deposit of \$400 USD per person is required. Children under age 18 do not require a deposit if traveling with family members. The remaining journey balance is due 60 days before the start of the journey.

For *Professionally Guided Group Tours and Workshops*, a deposit of \$750 USD per person is required. The remaining journey balance is due 90 days before the start of the journey.

**3. Cancelling your journey before it begins:** Tours with Himalaya Journey can be cancelled at anytime, however, you must inform us by writing or by phone call. Canceled journeys are subject to the following cancellation charges:

**For Private Package Tours, Group Tours and Private Custom Tours:**

- Cancellation 90 or more days before departure: Client forfeits 50% of the tour deposit
- Cancellation 60 to 89 days before departure: Client forfeits 100% of tour deposit
- Cancellation 31 to 59 days before departure: Client forfeits 50% of total tour cost
- Cancellation within 30 days before departure: Client forfeits 100% of total tour cost
- No show on tour departure day: Client forfeits 100% of total tour cost
- Cancellation or withdrawing during a journey: Client forfeits 100% of total tour cost

**For Professionally Guided Group Tours and Photo Workshops:**

- Cancellation more than 120 days before departure: Client forfeits 50% of tour deposit
- Cancellation 90 to 119 days before departure: Client forfeits 100% of tour deposit
- Cancellation 60 to 89 days before departure: Client forfeits 50% of total tour cost
- Cancellation within 59 days: Client forfeits 100% of total tour cost
- No show on tour departure day: Client forfeits 100% of total tour cost
- Cancellation or withdrawing during a journey: Client forfeits 100% of total tour cost

Signature of each participant:

Printed name of each participant:

Date:

**4. Voluntarily & Involuntarily Leaving in the middle of Private or Custom Tour:** If a client voluntarily withdraws from during the course of a Private or Custom journey, no refund for the journey will be given by Himalaya Journey. For involuntary withdrawal during the course of a Private or Custom journey due to sickness or family emergency, Himalaya Journey will issue your insurance company an official letter so that you can claim a refund from your insurance company. This is why each client must have trip insurance.

**5. Voluntarily & Involuntarily Leaving in the middle of any type of Group Tour:** If a client becomes sick, injured or wishes to leave in the middle of any type of Group Tour, the client is responsible for all costs associated with returning to the journey starting point (ex: Lhasa, Kathmandu, Leh or Paro) outside of the scheduled itinerary. If the client becomes sick during a journey, Himalaya Journey will assist the client by getting them *immediately* to the nearest clinic or hospital, but all medical costs are the clients responsibility. If the client needs to return to the journey starting point before the scheduled end of the Group Tour, Himalaya Journey will do their best to arrange an additional vehicle to transport the client **at the clients expense**. For this reason, we recommend a travel insurance policy that would cover unexpected illness, injury and trip interruption. Be advised that many insurance companies will require you to pay the costs up front and then will reimburse you at a later time. Himalaya Journey will happily provide any letter that your insurance company may require from you if you leave a journey early.

**6. Group Tour Cancellation or Cost Changes due to Low Booking (only applicable to group tours):** Himalaya Journey reserves the right to cancel or change the costs for Group Tours due to low booking numbers. For Group Tours, the minimum number of participants to make the tour viable is 4. If we receive less than the required number of clients to make the tour viable, Himalaya Journey will either cancel the tour (giving the client a FULL refund), offer the client a different date to begin their tour or continue the scheduled tour at a revised cost per person. Himalaya Journey will let clients know at least 60 days in advance if a Group Tour has to be cancelled.

If the tour is canceled, Himalaya Journey will refund you the entire tour cost minus \$30 USD for processing your refund. If Himalaya Journey offers to move you to a different departure date, no compensation will be given. If Himalaya Journey has to adjust the price of a tour due to low bookings, the client has the choice of continuing the tour by paying the adjusted price or canceling their journey. If a client chooses to cancel their journey rather than paying the adjusted price, Himalaya Journey will offer them a full refund, minus \$30 USD for processing your refund.

**7. Force Majeure and Tour Changes:** Himalaya Journey will not offer compensation for Force Majeure (aka: Act of God or forces outside the control of Himalaya Journey). These include, *but are not limited to*, road closures due to weather, natural disasters, political instability, government closure, riots, war or threat of war, loss of power, fire, technical or maintenance problems with transport, airport delays or closures, unexpected flight or train time changes or cancellations or other similar situations outside the control of Himalaya Journey.

**Any extra costs incurred due to Force Majeure/Acts of God will be the customers responsibility to cover.** If changes due to Force Majeure occur before or during your journey which result in changes being made to your travel itinerary, any extra costs will be the clients responsibility to cover. In the extreme rare instance of Force Majeure when changes to a tour must occur, Himalaya Journey will do everything they can to make sure your tour continues in a safe and pleasant way by offering alternative routes and destinations. **If your tour must be cancelled before it begins due to Force Majeure, Himalaya Journey will offer you a full refund, minus \$30 USD for processing your refund.**

Signature of each participant:

Printed name of each participant:

Date:

**8. Being denied a visa:** In the extremely unlikely event that you are denied a visa for China, Nepal, Bhutan or India, we do offer a journey refund. In order to qualify for a refund, the client must provide a letter or notice of visa denial from the country that you were denied the visa. Upon receiving the letter or notice of visa denial, we will offer you a full refund, minus a \$30 USD service charge to send your payment back to you. It is extremely rare to be denied a visa for China, Nepal, Bhutan or India. The only real way to be denied a visa is if you have a felony conviction on your record.

**9. Changes to Hotels:** Though uncommon, Himalaya Journey reserves the right to change the hotel(s) that are listed in the original travel itinerary or on our website. If Himalaya Journey has to do this, it will only be done for your comfort and safety. When this does happen, it is usually due to the original hotel that was booked being renovated, the hotel being unsafe due to reasons outside our control (natural disaster or political protests) or because we have found a better hotel in the same price range as the original hotel that was booked. If you have requested a specific hotel for us to book during your journey, we will keep to that booking unless there is a real concern for comfort and safety that would require us to move you to a more suitable hotel.

**10. Hotels and Guesthouses in the Himalayas of China (Tibet), Bhutan, Nepal and India:** Many regions of the Himalaya, including the Everest Region in both Tibet and Nepal, the Annapurna Region, the Kailash Region, Nam Tso Lake, Lake Manasarovar, eastern Bhutan, western Ladakh and other remote, impoverished and undeveloped regions have poor hotels and guesthouses and sometimes do not offer any type of shower or bathing facility. These guesthouses are usually well below international standards. They usually have no heating, but have plenty of blankets. In addition, the toilets are often very 3rd World and located outside. **The overall cleanliness of hotels and guesthouses in the Himalayas, even at 3 and 4 star hotels were we place our clients most of the time, can be below international standards.** Clients should understand this before committing to a journey. The Himalayas, especially Tibet, should not be considered a luxury travel destination. Himalaya Journey always tries to book clients in comfortable and clean accommodations, even in the most remote of regions, but in some areas of the Himalaya ONLY the most basic of accommodations and restaurants are available. *Himalaya Journey will not be held responsible for any disputes regarding the conditions of hotels in the poor and remote regions of the Himalaya.*

**11. Passport, Visas and Travel Permits:** Each client should make sure that their passport has a minimum of 6 months validity remaining from the time that your journey with us is finished. For our journeys to Tibet (China), India and Nepal, it will be the clients responsibility to obtain these visas. Visas for China and India must be obtained in advance, while visas for Nepal can be obtained on arrival for a fee. Himalaya Journey will assist each customer with obtaining the required tourist visa for journeys to Bhutan. Himalaya Journey will also assist each client in getting a Group Chinese Visa when going from Nepal to Tibet (note: for standard journeys to Tibet starting in Mainland China, customers can obtain the required Chinese visa on their own through a Chinese Embassy or Visa Service Center). Himalaya Journey offers advice on how to easily obtain the required visas for the Himalayas, upon request. All passport and visa costs are the responsibility of the client to cover. Himalaya Journey will obtain ALL required permits for clients traveling in the Tibet Autonomous Region (China). The cost of these permits is included in the journey price.

**12. Travel Vaccinations:** It will be each clients responsibility to know the specific travel vaccinations required/recommended for the region(s) they are traveling to. For a list of required and recommend travel vaccines, we recommend the following website: <http://wwwnc.cdc.gov/travel>

Signature of each participant:

Printed name of each participant:

Date:

**13. Complaints and Refunds:** If you have a complaint during the course of your journey, it must be made known to Himalaya Journey staff immediately so that we can resolve the issue. Failure to bring up a matter at the time it happens will affect the clients rights to receive compensation. Should a matter remain unsolved by the end of your journey, the client should contact Himalaya Journey in writing within 15 days of the end of the tour regarding the matter. Complaints received after 15 days from the end of the journey will not be considered. All complaints received within 15 days will be thoroughly investigated and refunds or partial refunds will be at the discretion of Himalaya Journey. No refunds will be given for unused services during the clients journey that they chose by themselves not to use. This includes any unused hotels, entrance fees, train tickets, flights, meals or other unused activities.

**14. Health Information:** All clients traveling with Himalaya Journey must be in good health without any major health concerns. All clients traveling with Himalaya Journey MUST disclose any medical conditions that they may have, no matter how minor, and must tell us any and all medications that they are taking. This includes, but is not limited to any prescription drugs that you take, any issues with Diabetes, Allergies, Asthma, Epilepsy/Seizures or Heart issues. If you have any of these, please contact us for further assessment.

**15. Activity and Associated Risks:** During your tour with Himalaya Journey, you could be exposed (though unlikely) to risks, dangers or hazards including, but not limited to: falling, overexertion, injuries due to poor fitness or known/unknown health issues, equipment failure, aggressive wildlife, falling rocks, altitude-related illness, hypothermia, fractures, negligence of others, concussions, dangerous weather, etc. As a consequence of these risks, clients could be, however unlikely, seriously hurt, disabled and may die from the resulting injury and that clients personal property could be damaged. Clients traveling with Himalaya Journey must understand that any ill or injured client will be taken to medical care as soon as possible, but that medical care in the remote regions of the Himalaya could be limited or even unavailable. Clients traveling with Himalaya Journey understand that Himalaya Journey assumes no responsibility for providing medical care during your journey, but will do everything we can to get you to professional medical care. All medical and evacuation costs will be the sole responsibility of the client to pay and not of Himalaya Journey. As stated in #1, all clients with Himalaya Journey must have international travel insurance.

**16: Assumption of the risks:** By signing this contract, clients freely assume the inherent and all other risks described above in #15 along with any harm, injury, death or loss, known or unknown, that may occur to them or to their property at any time during a tour with Himalaya Journey. Clients also must understand that any equipment used by clients from Himalaya Journey is provided “as is” without any warranty about its condition.

**17: Release of Liability:** By signing this contract, clients of Himalaya Journey release Himalaya Journey and their respective owners, employees, contractors, partners, agents, directors and trustees from ALL liabilities, causes of action, claims and demands that arise from any injury, illness, disability, death, loss, emotional distress and harm that could, however unlikely, occur to the client.

**18: Indemnification, hold harmless and defense:** By signing this contract, all clients promise to indemnify, hold harmless, and defend the Released Parties (defined in Section #17) against any and all claims to which Sections #15 and #16 of this agreement applies, including claims for their own negligence. Upon signing, clients also promise to indemnify, hold harmless, and defend the Released Parties, including Himalaya Journey, against any and all claims for acts and omissions, and any other claim arising from their participation or conduct during any tour with Himalaya Journey.

Signature of each participant:

Printed name of each participant:

Date:

**19. Behavior, Politics and Law:** Each client is required to behave in a respectful and law-abiding manner when traveling with Himalaya Journey. The laws in Himalayan nations might be very different than the laws in your country. Nonetheless, clients are required to obey the laws in the country they are traveling in. If a client is found breaking the law, Himalaya Journey will cooperate with local law enforcement and the client will be forced to leave the journey immediately without any refund for unused portions of their tour. If a client is being disrespectful, rude and/or disruptive during any tour with Himalaya Journey, the customer could be expelled from the tour, at the sole discretion of Himalaya Journey, while forfeiting any right for refund.

The Himalayas are often politically sensitive regions. Clients will be forced to leave any journey in which they participate in political protests or any form of public criticism of local governments. If you are removed from a journey due to participating in political protest, you immediately forfeit your right to be refunded for any unused portion of your journey.

**20: Tibet Transportation Co-Operatives:** In Tibet, tourism vehicles are all owned and maintained through a handful of transportation co-operatives which are operated by a branch of the China government. All foreign travelers to Tibet must use these vehicles owned by transportation co-ops for the duration of their journey in Tibet. All vehicles must pass a pre and post journey inspection before they are allowed to transport travelers. As Himalaya Journey does not own these tourism vehicles, any dispute with the vehicle, however rare this occurs, must be brought directly to the attention of the transportation co-op. Himalaya Journey will not be held responsible for any disputes in regards to tourism vehicles.

**21. Agreement to Follow Directions:** All journeys with Himalaya Journey are led by either expert foreign or expert local guides. These guides are there for you to learn more about the region you are in, to facilitate the journey, to interact with authorities at checkpoints and are there for your safety. Clients of Himalaya Journey agree to follow the directions of the guide or risk being possibly removed from the journey, at the clients expense, without possibility of refund. On all high altitude journeys above 3000 meters/10,000 feet and for all treks and climbs in the Himalaya, your guide (either foreign or local) is there for your safety. In rare cases, your guide may require you to stop your trek, climb or journey because you are sick, weak or are experiencing something that is putting your health or life at risk if you were to continue. All clients agree to obey the guide if instructed to go to lower altitude or instructed to leave their journey altogether due to the client being sick, weak or unable to complete the trek, climb or journey that they are on.

**22: Severability:** Clients agree and acknowledge that this agreement is an enforceable release of liability and indemnity as broad and inclusive as is permitted by Washington State, USA law. Clients agree that if any portion or provision of this agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect. Clients also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the agreement.

**By signing below, the client of Himalaya Journey acknowledge that they have read, understood and agree to the terms and conditions of this agreement. No oral representations, statements or other inducements to sign this agreement have been made apart from what is contained herein.**

Signature of each participant:

Printed name of each participant:

Date:

Departure date of journey: