



Mountaineering, Rock Climbing, Nature Walks or any other Activity organized by Rwenzori Trekking Services, Release of Liability, Image Use, Waiver of claims, express assumption of Risk & Indemnity Agreement

Please read and be certain you understand the implication of Signing

Signature of Parent or adult legal Guardian if a Participant is a Minor, and by their signature, they on my behalf release all claims that both

Express Assumptions of Risk Associated with Mountaineering, Climbing, and related Activities

That I..... Date of Birth..... Male Female

of (address).....email.....

Nationality..... Passport Number..... do hereby affirm & Acknowledge that I have been fully informed of the inherent hazards and risks associated with Mountaineering Rock Climbing and trekking activities, transportation of equipment related to the activities, and travelling to and from activity site of which lam about to engage in. Further that I the above named person, being above the age of 18, or the legal guardian of the above named person, who is under the age of 18, in consideration of the services of Rwenzori Trekking services Ltd, the rate charged for those services, and the privilege to engage in mountaineering, rock climbing, technical climbing, trekking, nature walks or other activities which I may participate in, or under the auspices of Rwenzori Trekking Services Ltd, as such I hereby acknowledge, agree, promise and covenant with Rwenzori Trekking Services Ltd and all other persons or entities, on behalf of myself, my heirs, assigns, personal representative, and estate as follows:-

ACKNOWLEDGEMENT OF RISKS

I understand and acknowledge that the activity lam about to engage in as a client, participant and / or volunteer bears a certain known significant risk and unanticipated risks which could result in injury, permanent paralysis, death, illness or disease, physical or mental, or damage to myself, to my property, or to spectators or other third parties. Among these risks are included but not limited to the following: (1) risks and dangers inherent in travel in mountain terrain, actual climbing and mountaineering activities; (2) the acts or omissions, negligent in any degree, of Rwenzori Trekking Services Ltd, or its agent or employees, and other persons or entities; (3) latent or apparent defects or conditions in equipment, or property supplied by Rwenzori Trekking Services Ltd, or other persons or entities; (4) use of operation, by myself or others, of equipment supplied by Rwenzori Trekking Services Ltd, or other persons or entities, (5) acts of other participants in this activity, employees, and agents of Rwenzori Trekking Services Ltd, or other persons (6) weather conditions; (7) contact with plants, animals, or insects; (8) in my own physical condition, or my own acts or omissions; (9) condition of climbing routes, trails, roads, waterways or terrain, and accidents connects with their use; (10) first aid, emergency treatment or other services rendered; (11) consumption of food and drink.

Inherent hazards & risks include but not limited to:-

1. Risk of injury from the activity and equipment utilized in Mountaineering and Rock Climbing is significant including the potential for permanent disability & death.
2. Possible equipment failure and / or malfunction of my own or others' equipment.
3. My own negligence and / or the negligence of others, including employees, agents, independent contractors or representatives of Rwenzori Trekking Services Ltd including but not limited to operator failure. Failing, causing broken bones severe injuries to the head, neck and back which may result in severe impairment or even death.
4. Injury to hands, fingers, feet and toes, including but not limited to inflammation and / or strain of muscles, ligaments and / or tendons, nerve damage or compression, and broken bones.
5. Injuries from falling may occur from exposure to high altitude, which may affect judgement and coordination, or from not paying close attention to your climbing or others climbing with or near you.
6. Broken bones, severe injuries to the head, neck and back which may result in severe physical impairment or even death.
7. Discharge of weapons on or near the area of activity
8. Cold weather and heat related injuries & illness including but not limited to frostnip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia & dehydration.
9. Exposure to outdoor elements, including but not limited to avalanche, rock fall, inclement weather, thunder and lightning, severe and or varied wind, dehydration.
10. Attack by or any encounter with insects, reptiles and / or animals
11. Accidents or illness occurring in remote places where there are no available medical facilities.
12. Fatigue chill, and/or dizziness, which may diminish my/our reaction time & increase the risk of accident.
13. My sense of balance, physical coordination & ability to follow instructions

*I understand that the description of these risks is not complete & that unknown or unanticipated risks may result in injury, illness, or death

IMAGE USE

I understand that on my expedition or trek I may be photographed by Rwenzori Trekking Services employees or guides and hereby I agree to allow my photo, video or film likeness through any media, including any electronic media to be copyrighted and used for any legitimate purpose by Rwenzori Trekking Services Ltd or its assigns. I hereby waive any right of publicity or privacy that I may have in my name or likeness.

RELEASE OF LIABILITY, WAIVER OF CLAIMS & INDEMNITY AGREEMENT

In consideration of being permitted to participate in any way in Mountaineering, Rock Climbing, trekking, or any other activity organized by Rwenzori Trekking Services Ltd, I hereby agree, acknowledge & appreciate that:

1. I HEREBY RELEASE & HOLD HARMLESS WITH RESPECT TO ANY & ALL INJURY, DISABILITY, DEATH or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following named persons or entities, herein referred to as Rwenzori Trekking Services Ltd, who are also known as Trekkers and or RTS.
2. To release Rwenzori Trekking Services Ltd, their officers, directors, employees, representatives & volunteers & vessels from liability & responsibility whatsoever & for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of CAG or otherwise. By executing this document, I agree to hold Rwenzori Trekking Services Ltd harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities.
3. By entering into this agreement, lam not relying on any moral or written representation of this release is found to be unenforceable; the remaining terms shall be enforceable.
This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

PAYMENTS- I understand that full payment must be made prior to trekking and that there shall be no refund should I return or cut short the number of days spent in the mountains.

I HAVE READ THIS RELEASE OF LIABILITY & ASSUMPTION OF RISK AGREEMENT, I FULLY UNDERSTAND ITS TERMS, & UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY & VOLUNTARILY WITHOUT ANY INDUCEMENT.

Clients signature..... Full name of client..... (please print) Date.....

FOR PARTICIPANTS/CLIENTS OF MINORITY AGE: this is to certify that I as Parent, Guardian, temporary Guardian with legal responsibility for this participant, do consent & agree not only to release his /her release of Rwenzori Trekking Services Ltd, but also to release & indemnify Rwenzori Trekking Services Ltd, from any & all liabilities incident to his /her involvement in these activities for myself, my heirs, my assigns & next of kin

Rwenzori Trekking Services Medical History / emergency Contact Form

Part 1 – Participant information

Name: _____ Date of Birth: _____

Height: _____ Weight: _____ Kgs

In case of emergency; contact _____

Phone: _____ Relationship to you _____

Are you covered by any hospitalization/medical care policy? Yes No

Insurance Company Name _____ Policy Number: _____

Part II-Medical History (will assist us in case of any emergency)

Allergies (including medicines, foods, bites / stings, e.t.c)

Medications (list any and all medications you are using, including over – the – counter medications. Identify the medication name and dosage, what it is for, and how often you take it.)

Hospitalizations, Emergency Room and / or Medical Center visits (List all visits in the last two years, the date, and the treatment you received).

Current Exercise Activity

Activity	Frequency days per week	Intensity: low/mod/high

How do you rate your current level of fitness _____

Rwenzori Trekking Services Medical History / emergency Contact Form

Part III: Past and Present Medical Conditions

Do you currently have, or within the past five years, have you ever had

Condition	Yes	No	Condition	Yes	No
High blood pressure			Do you suffer from an allergies		
Irregular or rapid heartbeat			Intestinal problems		
Family history of heart disease			Bladder infection		
Blood disease			Kidney problems		
History of hepatitis			Hearing impairment		
Bleeding disorder			Neck or back problems		
Do you suffer from stomach ulcers			Shoulder problems		
Seizure within the past year			Knee problems		
Do you suffer from frequent headaches			Ankle problems		
Any respiratory problems			Hand or foot problems		
Do you suffer from chronic cough			Are you currently pregnant?		
Do you suffer from asthma			Other		
Do you suffer from diabetes					
Are you allergic to any medicines or medication					

Fill in EVERY blank. Use additional pages if necessary.

If you answered "yes" to any of the above items, please explain how. Include the following:-

- Identify if this condition results in any restrictions in your ability to perform any task
- What specific symptoms have you experienced?
- How often do symptoms or the conditions occur?
- How do you care for the symptoms / condition?

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The above medical information is true and correct.

Signed..... Name (Please print)..... Date.....

RWENZORI TREKKING SERVICES

In case of any emergency, below are the costs for rescue:

From Margherita Camp (Camp 5) - \$ 900

From Hunwicks camp (Camp 4) - \$ 750

From Bugata Camp (Camp 3) - \$ 550

From Kiharo Camp - \$ 400

From Mutinda Camp - \$ 400

From Samalira Camp - \$ 250

From Kalalama Camp - \$ 250

Name:

Sign:

Date:

In-case you have valuables which you want to leave behind please declare it and list down with the person in the office!!.

In terms of money, please count it with him / her and sign against it then put then put the proper currency you have.

LIST OF VALUABLES

NO	VALUABLE	QTY

INCASE OF MONEY

	CURRENCY	AMOUNT

Sign:

.....
Client

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For: Rwenzori Trekking Services