

LETTER OF DISCLAIMER/ DECLARATION

IMPORTANT: By signing this you give up your right to take any legal action or sue.

I,....., holding Passport No., citizen of (country)....., being of sound mind and over 18 years of age, hereby acknowledge and agree that in consideration of being permitted to participate in activities, programs and guided trips organized by Athma Tours and Products and / or Boutique Travel & Products LLC – DBA – Athma Tours (hereinafter referred to as “Program”), I agree to this Release of all claims, Waiver of Liability and Assumption of Risk (hereinafter collectively called “Waiver and Release” and declare as follows;

- 1) I agree to release, save harmless and indemnify Athma Tours and Products and / or Boutique Travel & Products LLC – DBA – Athma Tours, its Directors, employees, invitees, agents, representatives, officials, servants, successors, assigns and independent contractors (herein collectively called the “Agents”) from and against all claims, actions, causes of action, costs, expenses and demands of any nature or kind whatsoever in respect to death, injury, loss or damage to my person or property, wheresoever and howsoever caused arising out of, or in connection with my taking part in the Program or while traveling to and from the Program notwithstanding that the same may have been contributed to or occasioned by any act including, without limitation, negligence of Athma Tours and Products and / or Boutique Travel & Products LLC – DBA – Athma Tours and / or more of its Agents.
- 2) I am aware that the activity may include without limitation the following:
 - a) walking, hiking, rafting, boating, trekking in altitudes about 5000ft., wilderness travel

I am also aware of the dangers and risks inherent in participating in the Program and that they include without limitation the following:

- b) walking on roads, paths and open terrain, slipping and falling objects, camel rides, elephant rides, variable and difficult weather conditions or any accidents
 - c) Illness due to food or other, including illness in remote areas with limited medical facilities, traveling in any vehicle on land, water or air.
 - d) Danger of wildlife or other creatures including animals, birds, insects and fish causing direct damage to me and / or other participants.
 - e) Human error
 - f) Damages caused due to the inexperience of myself and / or other participants
- 3) I further understand, acknowledge and agree:

- a) That I have to be physically, emotionally and medically fit to participate in the activities organized by Athma Tours and Products and / or Boutique Travel & Products LLC – DBA – Athma Tours.
 - b) That at any time Athma Tours and Products and / or Boutique Travel & Products LLC – DBA – Athma Tours reserves the right to accept or decline continued participation to any persons, including myself, if in the judgment of the tour leader
/ guide said person's behaviour is causing unreasonable disturbance or hazard to themselves or any other participants or to Athma Tours and Products and / or Boutique Travel & Products LLC – DBA – Athma Tours
 - c) I understand that due to unavoidable circumstances there may be cancellation of programs resulting in hardship to me and co-members.
- 4) I acknowledge and accept all of the inherent risks associated with my participating in this Program and the possibility of personal injury, death, property damage or loss resulting from them and agree to assume all the risks and waive notice of all conditions, danger or otherwise, in or about the Program and to pay the cost of any medical attention rendered to me or to my benefit that may become necessary. Further I acknowledge and agree that because of the remoteness of some of the areas where the Program in which I am participating will take place, that first aid and medical treatment may be given to me by the leader or instructor or medical personnel then in attendance in the event of an accident, injury or illness during the Program.
- 5) I have carefully read this Letter of Disclaimer / Declaration and declare that I have not been induced by any direct soliciting nor lured by any promise made by the tour conductor or organizer and have agreed to participate in the program voluntarily out of my own will and volition. I am aware that I am releasing certain legal rights that I otherwise may have, and sign it of my own free will.
- 6) I have read and understood the contents of the Letter of Disclaimer / Declaration and further agree that this Letter of Disclaimer / Declaration shall bind my legal heirs, executors, administrators and assigns.

This contract shall be governed by Indian law and all matters arising there from are subject to the exclusive jurisdiction of the Indian Courts.

I have carefully read this Letter of Disclaimer / Declaration and understood the true meaning which is in English.

Please sign below, scan and email it to athmatours@gmail.com .

Athma Tours and Products
1st Floor, 1547-A, Avinashi Road
Peelamedu, Coimbatore – 641004
Tamilnadu, India

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Name	Age	Signature	Date

If Passenger is under 18 years, Parent or Guardian must sign below:

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Parent or Guardian's Name	Age	Signature	Date