



## GENERAL/COVID -19 INDEMNITY FORM

I/We \_\_\_\_\_  
Son/Daughter/Wife/Husband of \_\_\_\_\_ resident of \_\_\_\_\_  
\_\_\_\_\_ participating in  
(Adventure sport, Trek, Event name) \_\_\_\_\_ from \_\_\_\_\_  
to \_\_\_\_\_.

- The undersigned that I agreed to participate with Saya Adventures Pvt Ltd for adventure activities entirely at my own risk. I/We shall confirm all safety rules in force and shall, at all times indemnify Saya Adventures Pvt Ltd and hereby absolve them from all liabilities in respect of any illness, personal injury, accident, damage or even death caused or to be caused to any persons or property, however, as the case may arise. I/We undertake and assure Saya Adventures Pvt Ltd that if during any event or adventure, I incur or suffer any loss or damage or any injury to my body I shall not make any claims against them or hold them liable. I/We assure Saya Adventures Pvt Ltd and state that I/we do not have any medical problem including any heart ailment, high blood pressure, back ailment, epilepsy or any other condition that may impair my/our ability to safely participate in the said activity. I/We am/are not currently undergoing any medication, treatment or consuming any sort of alcohol, drugs including narcotics of any kind or any other intoxicants which may impair my/our ability to estimate the risk involved in the said activities and safely participate in the mentioned activities.
- I agree that I am personally responsible for my safety and actions while on a trip with Saya Adventures Pvt Ltd. I agree to comply with all Saya Adventures Pvt Ltd policies and rules, including but not limited to all Saya Adventures Pvt Ltd policies, guidelines, and instructions. Because the trips offered by Saya Adventures Pvt Ltd are open for use by other individuals, I recognize that I am at higher risk of contracting COVID-19. With full awareness and appreciation of the risks involved, I, for myself and on behalf of my family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge, and covenant not to sue Saya Adventures Pvt Ltd , its directors, independent contractors, affiliates, employees, successors, and assigns (collectively the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me related to COVID-19 whether caused by the negligence of the Released Parties, any third-party while on a trip, or otherwise, while participating in any activity while in the Saya Adventures Pvt Ltd Trips and/or while using any of Saya Adventures Pvt Ltd's facilities, equipment, or materials.
- I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to my use of the Saya Adventures Pvt Ltd trips, facilities, tools,



equipment, or materials, whether caused by the negligence of the Released Parties or otherwise specifically related to COVID-19.

- By signing below I acknowledge and represent that I have read the foregoing Waiver of Liability, understand it and sign it voluntarily as my own free act and deed, including without limitation the Release of Liability and Indemnification requirements contained in this document; I am sufficiently informed about the risks involved in the trips/treks with Saya Adventures Pvt Ltd to decide whether to sign this document; no oral representations, statements, or inducements apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this document for full, adequate, and complete consideration fully intending to be bound by the same. I agree that this Waiver of Liability shall be governed by and construed in accordance with Maharashtra law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Waiver of Liability as a whole.
- I certify that I do not have any of the following COVID-19 symptoms as outlined by the Center for Disease Control: shortness of breath or difficulty breathing, fever, chills, muscle pain, sore throat, loss of taste or smell. If I develop any of the aforementioned symptoms in the future, I will inform Saya Adventures Pvt Ltd of the same for legal and medical purposes. I certify that neither I nor any member of my immediate family has been advised by health officials to self quarantine.

Date: \_\_\_\_\_ Place: \_\_\_\_\_

Signature of Participant \_\_\_\_\_ Name: \_\_\_\_\_

### **RISK CERTIFICATE FOR APPLICANTS BELOW 18 YEARS**

This is to certify that I, \_\_\_\_\_ agree, for my Son/Daughter, \_\_\_\_\_ for the above camp/trekking at my own risk and no compensation will be paid to me in case of accident / injury / fatality. I will not hold Saya Adventures Pvt Ltd or its staff wholly or partially responsible for any mishaps, actions, claims, or demands for damages / accidents / injury / fatality, resulting from his/her participation in this trip. I agree to the Indemnity Form signed above for General and COVID 19 related purposes for my son/daughter as well.

Signature of Parents/Guardian: \_\_\_\_\_

Date: \_\_\_\_\_ Place: \_\_\_\_\_