

WAIVER AGREEMENT

Please read Carefully



BY AGREEING TO THE TERMS OF THIS AGREEMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS

TO: **rOaD.IEsS.tRAvELEd (SMC-PVT.) Limited**, and its subsidiaries, affiliates, and related companies including, but not limited to, rOaD.IEsS.tRAvELEd (SMC-PVT.) Limited, and their respective directors, officers, employees, subcontractors, suppliers, agents, guides, volunteers, independent contractors, representatives, owners, insurers, successors, and assigns (individually and collectively, "rOaD.IEsS.tRAvELEd")

"Activities" means the activities and services that rOaD.IEsS.tRAvELEd will be providing, arranging, or organizing on my behalf depending on my chosen itinerary.

These may include:

- participation in an adventure travel tour
- canyoneering
- caving
- cycling, mountain biking
- hang-gliding
- horse riding and other equine activities
- hot air balloon rides
- Off-road transportation
- parasailing
- rock/rope climbing
- rappelling
- zip lining
- crossing suspension bridges
- swimming in lakes, ponds, rivers, oceans, canals
- scuba diving
- helicopter activities
- white water rafting
- travel in jet boats/speed boats
- sailing
- trekking
- mountaineering
- surfing
- paragliding
- travel in public and private transportation (including to and from tour areas)

ACKNOWLEDGMENT – HEALTH & SAFETY

I am aware that the physical exertion required to participate in the Activities can activate or aggravate pre-existing injuries, conditions, or congenital defects.

I acknowledge that I should seek medical advice if I know or suspect that my physical condition may be incompatible with the Activities.

I acknowledge that I am required to wear approved safety equipment while participating in certain Activities. I am aware that there are guides and instructors available to answer any questions I may have as to the proper use of any equipment.

ASSUMPTION OF RISKS

I am aware that the Activities involve many risks, dangers and hazards which may include but are not limited to:

- personal injury/fatality
- travel to remote areas without access to medical facilities or treatment
- changing weather conditions
- interactions or encounters with wildlife
- equipment malfunctions and/or no telecommunication signals
- negligence of other participants or guides
- negligence on the part of the rOaD.IEsS.tRAvELEd, including failure to safeguard or protect from the risks or dangers of the Activities
- consumption of alcohol
- collisions with vehicles, equipment, or structures
- becoming lost or separated from guides or other participants; and the failure to remain within designated areas

ALCOHOL AND ILLEGAL SUBSTANCES

If I use, consume, or am under the influence of alcohol or illegal drugs prior to or while engaging in the Activities, **I ASSUME AND ACCEPT ALL RISKS, DANGERS, AND HAZARDS THAT MAY RESULT FROM THIS INCLUDING THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE, LOSS AND ARREST**, even in the event of negligence or fault by rOaD.IEsS.tRAvELEd or third parties, and will indemnify rOaD.IEsS.tRAvELEd from any and all

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liability for any damage to property or personal injury to any third party, resulting from my participation in the Activities, while, during, or after consumption of illegal drugs or alcohol.

I AM AWARE OF THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH THE ACTIVITIES

I am not relying on any oral or written representations or statements made by rOaD.IEsS.tRAvELEd about the safety of the Activities other than what is stated in this Waiver. I freely accept and fully assume these risks and the possibility of injury and loss resulting from my participation in the Activities.

RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT

In consideration of rOaD.IEsS.tRAvELEd allowing me to participate in the Activities I agree:

1. In the event that I, or my next of kin, suffer any loss, damage, expense, or injury from my participation in the Activities **INCLUDING THOSE CAUSED BY THE RISKS SPECIFICALLY OUTLINED IN THIS WAIVER, I AGREE TO WAIVE ANY AND ALL CLAIMS** I have or may have in the future against **rOaD.IEsS.tRAvELEd** and to **RELEASE rOaD.IEsS.tRAvELEd** from any and all liability;
2. **TO HOLD HARMLESS AND INDEMNIFY rOaD.IEsS.tRAvELEd** from any and all liability for damage to property or personal injury to any third party resulting from my participation in the Activities;
3. All disputes arising in connection with this contract/package will be subject to the Laws of Pakistan and courts in the Islamabad Capital Territory shall have jurisdiction in case of all such disputes.
4. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns, and representatives, in the event of my death or incapacity.
5. This Agreement and any rights, duties, and obligations as between the parties to this agreement shall be governed by and interpreted solely in accordance with the Laws of Pakistan, and courts in the Islamabad Capital Territory shall have jurisdiction in case of all such disputes.

I HAVE READ AND UNDERSTAND THIS AGREEMENT