

PARTICIPANT'S AGREEMENT, WAIVER, RELEASE AND ACKNOWLEDGEMENT

In consideration of accepting this entry, I hereby, for myself, my heirs, executors and administrators, waive and release any and all rights and claims for liability and damages I may have against the WindChasers organization, its employees, agents, officers, governors, sponsors, and volunteers, USA & India, and the cities and towns in which the race is contested, and their representatives, successors, and assigns, for any and all injuries or death suffered by me in or arising from said event. I acknowledge that it is my responsibility to understand the risks and determine whether I am fit to safely complete this event and the precautions I should take. I attest and certify that my physical condition and ability to safely complete this event have been verified by a licensed medical doctor (except where the latter is in violation of religious principles); and that I am physically fit and have sufficiently trained to complete this event. I agree to abide by all rules and guidelines of the WindChasers and the Himalayan Expedition organizers. I grant to the WindChasers and its sponsors and licensees the exclusive right to the free use of my name, voice and/or picture in any broadcast, telecast, advertising promotion, or other account of this event, except when usage suggests an endorsement of any product or service without my consent. I acknowledge that my entry fee is non-refundable, if the race is cancelled due to no fault of the race, or due to an "Act of God", or due to floods, fire, act of war, epidemics or health risks and adverse weather conditions (actual or threatened.) However, in such circumstances with no obligation WindChasers organization will try and reschedule the Event to commence on another date within 12 months from the date on which the Event was originally scheduled to commence, and provided that we give you reasonable notice of the new dates for the Event (which will be atleast 2 months). I agree that any legal claim or dispute arising out of or in any way relating to my participation in this event will be governed by the laws of India and will be adjudicated exclusively by and in the Court of India

I acknowledge the conditions listed above and agree to abide by them.
