

Trekker Disclaimer & Assumption of Risk

Please read this disclaimer carefully before booking or participating in any trek, expedition, or outdoor activity with Hiking Planet, and before using this website.

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■ IMPORTANT — PLEASE READ CAREFULLY

Trekking, camping, and mountain travel are inherently dangerous activities. By booking a trip or setting foot on a trail with Hiking Planet, you confirm that you have read, understood, and accepted every part of this disclaimer, including the assumption of risk and limitation of liability described below.

1. Nature of the Activity & Assumption of Risk

Trekking and mountain travel take place in remote, uncontrolled natural environments. Even with careful planning, trained guides, and safety equipment, risk can never be fully eliminated. By registering for any Hiking Planet trip, you knowingly and voluntarily accept the risks described below, which may result in injury, illness, property loss/damage, or, in rare cases, death.

- **Altitude-related illness** — Acute Mountain Sickness (AMS), High Altitude Pulmonary Oedema (HAPE), High Altitude Cerebral Oedema (HACE), and related complications.
- **Terrain hazards** — slippery, rocky, snow-covered, or exposed trails; river crossings; landslides, rockfall, and avalanches.
- **Weather** — sudden and unpredictable changes including snowfall, storms, extreme cold, high winds, lightning, and low visibility.
- **Wildlife encounters** and exposure to insects, plants, or environmental allergens.
- **Limited access to medical care** — many trekking routes are several hours or days from the nearest hospital, and evacuation may be delayed by weather, terrain, or availability of rescue resources.
- **Equipment and infrastructure limitations**, including the use of tents, camping stoves, rented gear, local transport, and rope/harness equipment on technical sections.
- **Risks arising from other trekkers, porters, guides, or third parties** outside Hiking Planet's direct control (local transport operators, guesthouse owners, permit authorities, etc.).

This list is illustrative, not exhaustive. You acknowledge that unknown or unanticipated risks may also exist and agree that your participation is entirely at your own risk.

2. Health, Fitness & Medical Fitness

- You confirm that you are medically and physically fit to undertake the trek grade you have booked, and that you have honestly disclosed any pre-existing medical condition (cardiac, respiratory, neurological, or otherwise) at the time of booking.
- You are responsible for consulting a doctor before undertaking any high-altitude trek, particularly if you have a known medical condition, are pregnant, or are recovering from a recent illness or surgery.

- Hiking Planet and its trek leaders reserve the right to refuse participation, or to send a trekker down from the trail at any point, if in the trek leader's reasonable judgment the trekker's health, fitness, or behavior poses a safety risk to themselves or the group. No refund is due for the unused portion of the trip in such cases (see our Cancellation & Refund Policy for details).
- You agree to disclose any symptoms of illness (fever, breathlessness, persistent cough, etc.) to your trek leader immediately, both before departure and during the trek.

3. Travel & Medical Insurance

Hiking Planet strongly recommends — and for high-altitude and multi-day treks, requires — that every trekker carry valid travel insurance covering high-altitude trekking, emergency medical treatment, and helicopter evacuation. Hiking Planet is not an insurance provider and does not guarantee evacuation costs; these are the trekker's personal responsibility unless expressly agreed otherwise in writing.

4. Authority of the Trek Leader

For the safety of the entire group, the decision of the trek leader on the trail is final on all matters relating to safety, including but not limited to: the pace of the trek, altering or aborting the itinerary, turning back before the summit or a scheduled point, and removing a trekker from the group. This authority applies even where it is inconvenient or disappointing to an individual trekker, and trekkers agree to comply with the trek leader's instructions at all times.

Straying from the group: Trekkers must stay within sight of their guide/trek leader and the group at all times and must not walk ahead, fall behind, or leave the marked trail without permission. If a trekker goes missing, gets lost, or is separated from the group as a result of not following this instruction, Hiking Planet and its guides will make reasonable efforts to locate and assist the trekker, but any injury, loss, or death resulting from such separation is the trekker's own responsibility and not that of Hiking Planet, except where directly caused by Hiking Planet's proven gross negligence.

5. Trekker Conduct & Responsible Travel

- Consumption of alcohol, smoking, or use of recreational drugs during the trek (including at campsites) is strictly prohibited and may result in immediate removal from the trip without refund.
- Trekkers are expected to follow Leave-No-Trace and Green Trail principles: carry back all non-biodegradable waste, avoid single-use plastics where possible, and not disturb local flora, fauna, or cultural sites.
- Trekkers must treat local communities, guides, porters, and fellow trekkers with courtesy and respect at all times.
- Damage to Hiking Planet or rented equipment due to misuse or negligence may be charged to the trekker at replacement cost.

6. Minors & Participants Under 18

Participants under the age of 18 may join a trek only when accompanied by a parent/legal guardian, or with a disclaimer and consent form signed by a parent/legal guardian in advance, and subject to the specific age requirements published for that trek.

7. Photography, Video & Use of Images

Photographs and videos taken by Hiking Planet staff or trek leaders during a trip may be used for promotional purposes on our website, brochures, and social media, unless you inform us in writing before the trip that you

do not consent to this. Images and videos on our website are illustrative of a typical trip and may vary from the exact route, weather, or group experienced on a specific departure.

8. Website Content Disclaimer

The information on this website — including trek grades, itineraries, altitudes, distances, prices, and availability — is provided in good faith and updated regularly, but is for general guidance only. We do not warrant that this information is complete, current, or error-free at all times, and it may change due to weather, permits, or on-ground conditions. Where information on this website conflicts with your trip confirmation/invoice, the trip confirmation will prevail.

- Testimonials and reviews published on this website reflect individual trekkers' personal experiences and opinions; results and experiences may vary from trekker to trekker.
- This website may contain links to third-party websites (payment gateways, mapping tools, partner operators). Hiking Planet does not control and is not responsible for the content, accuracy, or privacy practices of any third-party website.
- Occasional downtime, technical errors, or interruptions to this website may occur; Hiking Planet is not liable for any loss arising from your inability to access the website at a given time.

9. Limitation of Liability

To the maximum extent permitted by applicable law, Hiking Planet, its owners, employees, guides, porters, and affiliated partners shall not be liable for any injury, illness, death, disappearance, getting lost, or loss/theft/damage to property arising out of or in connection with your participation in a trek or use of this website, except where such loss is directly caused by our proven gross negligence or willful misconduct. This disclaimer does not seek to exclude any liability that cannot be excluded under applicable law.

10. Force Majeure

Hiking Planet is not responsible for any failure, delay, or change to a trip caused by events beyond our reasonable control, including but not limited to natural disasters, extreme weather, landslides, political unrest, strikes, government or forest-department restrictions, pandemics, or other force majeure events. Where such events affect your trip, our Cancellation & Refund Policy explains the options available to you.

11. Acknowledgement

By booking a trek, signing the trip-specific disclaimer form, or continuing to browse this website, you confirm that you have read and understood this disclaimer in full, that you are voluntarily accepting the risks described above for yourself (and, where applicable, on behalf of any minor in your care), and that you agree to comply with the instructions of Hiking Planet's trek leaders at all times.

A trip-specific disclaimer and consent form, requiring your signature, will also be shared before departure for certain treks and must be signed prior to joining the trip.

12. Questions About This Disclaimer

- Email: info@hikingplanet.com
- Phone / WhatsApp: **+91-XXXXXXXXXX**
- Office hours: Monday–Saturday, 10:00 AM – 7:00 PM IST

This disclaimer should be read together with our Terms & Conditions and Cancellation & Refund Policy, and may be updated periodically. The version in force on your date of booking will apply to your trip.