INITIATIVE OUTDOOR PVT. LTD

INITIATIVE OUTDOOR (I.O) TERMS AND CONDITIONS

TERMS AND CONDITIONS DOCUMENT

This document (Terms and Conditions) is a binding contract between **INITIATIVE OUTDOOR PVT LTD**, located at Jhamsikhel, Lalitpur, Nepal, P.O. Box 23023, and their officers, agents, contractors, employees, owners, directors, associates, sponsors, and all other persons or entities associated or acting in any capacity for or on behalf of this business (hereinafter referred to as "I.O"), and you, the participant in an I.O trek, climb, courses or other activity (herein referred to as "participant"). In consideration of the services of I.O, I agree as follows:

RESERVATIONS

A reservation will be held for the participant once the deposit for a specific trek, climb,Courses, or other activity (hereinafter referred to as "program") is received. Payment can be made by credit card, check from a U.S. bank account, or bank transfer. Your deposit confirms that you agree to all Terms and Conditions and other relevant information concerning your selected program.

RESERVATION CONFIRMATION

Each applicant must complete an application form, which can be found on I.O's website or requested in PDF format from our office. Once your application is received and reviewed, I.O will confirm your reservation via e-mail and include confirmation materials with important information relating to your selected program. This includes gear lists, physical training routines, visa requirements, etc.

I.O's goal is to build strong teams and ensure that all participants have satisfactorily completed any prerequisites, if required. I.O reserves the right to deny participation to any participant until their application has been reviewed. It is the participant's responsibility to inform I.O of any changes to the information provided in the application prior to departure.

KNOWLEDGE OF CONDITIONS SET FORTH

When the participant submits a completed and signed application along with the deposit for a program, and it is accepted by I.O, it is understood that the participant acknowledges and agrees to all conditions herein and certifies that the information submitted in the application is complete and accurate.

PRICING

All prices advertised in I.O publications are expressed in United States Dollars and are subject to change without prior notice. The participant agrees to the listed price at the time the deposit is received by I.O.

BALANCE DUE

All balances are due 120 days prior to the program's departure date. Payments can be made via bank transfer or checks from U.S. bank accounts. Participants whose balances are not received by the 120-day deadline risk forfeiture of their place in the program without a refund of the deposit.

CANCELLATION AND REFUND POLICY

- I.O highly recommends trip cancellation insurance for all programs.
- Due to significant upfront costs to secure logistical services and climbing permits, I.O enforces a strict refund policy.
- I.O reserves the right to waive any fees. As we offer personalized service, we will attempt to accommodate changes and cancellations when possible.
- Full refunds, minus the non-refundable deposit/registration fee, will be issued for cancellations made 121 days or more before the departure date.
- A 50% refund will be issued for cancellations made between 90–120 days before departure.
- No refunds will be issued for cancellations made 89 days or fewer before the departure date.
- All refund requests must be made in writing and received by our office by the applicable deadlines.

TRIP CANCELLATION INSURANCE

We highly recommend purchasing trip cancellation, interruption, and evacuation insurance. I.O offers plans in conjunction with a travel insurance provider. Detailed policy information will be provided upon receipt of your deposit.

ADDITIONAL EXPENSES

I.O program participants are responsible for all expenses incurred if they depart early for any reason, including illness, injury, or personal matters. This includes evacuation, rescue, transport, and any services not included in the I.O program. Participants must either carry appropriate insurance or have the financial means to cover such expenses.

PARTICIPANT RESPONSIBILITIES AND ACKNOWLEDGMENTS

- Participants are responsible for their own well-being, health, physical fitness, and required climbing prerequisites.
- A physician's release may be required prior to departure.
- Participants are advised to carry sufficient personal insurance, including life, medical, accident, travel, baggage, cancellation, interruption, rescue, and repatriation coverage. I.O provides no insurance coverage.
- Participants are responsible for knowing all pre-departure information and bringing the necessary equipment and clothing.
- Participants must maintain personal hygiene to minimize the risk of illness.
- Participants must act respectfully toward group members and local customs.
- Participants must follow Leave No Trace principles.
- Use of drugs and alcohol is prohibited while trekking, climbing, or during other high-risk activities.
- Participants consent to I.O using their photo, video, and voice for publications and websites.
- Participants must not publish any content (e.g., dispatches or media) related to treks or climbs without I.O's written permission.
- Participants must disclose any employment, agency, or sponsorship relationships related to their I.O participation.

ADDITIONAL CONDITIONS OF I.O PROGRAMS

I.O and its affiliates act only as agents for travel service providers and assume no liability for the operations of those services. I.O is not responsible for delays, injuries, losses, or damage caused by third parties, nature, civil unrest, or transport issues.

I.O may change, cancel, or modify programs before or after departure. Participants are responsible for any increased costs due to changes. I.O may accept or reject any participant at any time.

GUIDES' RIGHTS AND OBLIGATIONS

Guides have full authority over safety-related decisions. If a participant's behavior or condition jeopardizes the group, the guide may remove them from the program without refund. The participant must cover any associated costs. Guides may alter or end programs for safety.

WEATHER OBLIGATIONS

I.O strives to provide opportunities to complete trip objectives but does not guarantee success. Weather obligations on trips, changing conditions, or personal/team limitations may create circumstances that prevent the planned itinerary from being completed. No refunds will be issued due to weather-related disruptions or inability to fulfill trip objectives.

AGREEMENT TO TERMS AND CONDITIONS DOCUMENT

In consideration of the services furnished and to be furnished to me as a participant of an I.O program, I hereby agree to all terms and conditions in this document. In the event that I file a lawsuit against I.O, I agree to do so solely in Nepal, and I further agree that the substantive law of that Nepal shall apply in that action without regard to the conflict of law rules of that Nepal Gov. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. I have had sufficient opportunity to carefully read this entire document and clearly understand and voluntarily agree to be bound by its terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon me, my heirs, assigns, personal representative and estate and for all members of my family, including, my spouse and minor children..