

Booking Terms and Conditions

Group Treks | Peak Climbs & Expeditions | Cultural Tours | Private & Tailor-Made Journeys

Effective on bookings made on or after April 21, 2026

For more than three decades, Himalayan Glacier has guided travelers into some of the most extraordinary places on earth — from the Khumbu and Annapurna to Kilimanjaro, the Sacred Valley, and the Himalayan kingdoms of Bhutan and Tibet. The document that follows sets out the terms that govern our relationship with you as a traveler. We have written it to be clear, fair, and readable, because an adventure begins with trust.

Please read these Booking Terms and Conditions carefully before you confirm your booking. They describe what you can expect from us, what we expect from you, and how we handle the situations — planned and unplanned — that come with adventure travel.

AT A GLANCE

Your contract is with Himalayan Glacier Adventures, LLC, a Maryland limited liability company with its principal place of business in Baltimore, Maryland, United States.

These Terms are governed by the laws of the State of Maryland. Any dispute that cannot be resolved informally will be resolved by binding arbitration in Baltimore, Maryland, as described in Section 21.

Every HG booking is 100% guaranteed to operate once your Booking Confirmation has been issued — we do not cancel for low group numbers (see Section 9.3 for the single narrow exception).

Adventure travel carries inherent risks. Comprehensive travel insurance including emergency medical evacuation is mandatory for every traveler.

1. Definitions and Interpretation

Throughout these Terms, the following defined terms carry the meanings below.

- **"HG," "we," "us," or "our"** means Himalayan Glacier Adventures, LLC, a Maryland limited liability company, together with its authorized in-country operating affiliates and licensed local suppliers.
- **"You," "your," "Traveler"** means the Lead Traveler and every other person named on the booking or added to it later, including any person to whom a booking is transferred under Section 5.3.
- **"Lead Traveler"** means the first person named on the booking, who acts on behalf of all Travelers on that booking.
- **"Trip"** means the travel arrangements booked with HG, including group treks, peak climbs, expeditions, cultural tours, and private or tailor-made journeys.
- **"Group Trek"** means a scheduled, small-group departure trek with a published start date and a maximum group size. All Group Treks operate under HG's guaranteed-departure commitment described in Section 9.3.
- **"Tailor-Made Trip" or "Private Trip"** means a trip designed or modified to your specifications, including private departures of otherwise scheduled itineraries.

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- **"Peak Climb" or "Expedition"** means a trip whose primary objective includes technical ascent or travel above approximately 5,500 meters, including Nepal Peak Climbing Association-listed peaks, Kilimanjaro, Island Peak, Mera Peak, Ama Dablam, and similar objectives.
 - **"Force Majeure"** has the meaning given in Section 14.
 - **"Booking Confirmation"** means the written email confirmation issued by HG after receipt of your deposit, described in Section 2.

References to writing or written communication include email. Headings are for convenience only and do not affect interpretation. The singular includes the plural and vice versa. Where a clause imposes a shorter or longer time period for Peak Climbs, Tailor-Made Trips, or Group Treks, the specific provision controls over any general provision.

2. Booking and Contract Formation

A contract between you and HG forms only when we send you written confirmation.

2.1 How a booking becomes binding

When you submit a booking request through our website, telephone, or through an authorized representative, your request is provisional until HG issues a written Booking Confirmation by email. A binding contract comes into existence only when you have paid the applicable deposit in full and HG has sent the Booking Confirmation. Any acknowledgement email sent before that point is not a confirmation.

HG and its authorized agents reserve the right to decline any booking in our sole discretion.

2.2 Lead Traveler authority and responsibility

By making a booking, the Lead Traveler represents and warrants, on behalf of every person named on the booking, that each such person:

- has read and agrees to be bound by these Terms, our Privacy Policy, our Website Terms of Use, and the trip-specific information provided in the itinerary, dates, pricing, and FAQ pages on our website or in written communication from us;
- understands and accepts the inherent risks of adventure travel, as described in Section 13;
- consents to HG's processing of personal data (including, where applicable, health information and dietary requirements) in accordance with our Privacy Policy, and has authority to give that consent for every Traveler named on the booking;
- is at least 18 years of age, or, if a minor, is accompanied by a parent or legal guardian who has signed the applicable Minor Participation Addendum;
- has disclosed in writing any pre-existing medical condition, disability, allergy, or dietary restriction that could reasonably affect the Traveler's participation or the tour arrangements of others (see Section 13);
- accepts financial responsibility for payment of the booking on behalf of all persons named on it.

2.3 Accuracy of booking information

You must review your Booking Confirmation promptly upon receipt and notify HG of any incorrect or incomplete information — including the spelling of names, which must exactly match the traveler's passport — within 72 hours. HG is not responsible for costs arising from information errors not reported within this window.

2.4 Late and last-minute bookings

Bookings received within 30 days of a Group Trek or Tour start date, or within 60 days of any other trip (Tailor-Made, Private, Peak Climbs, Expeditions, Tibet trips, and Kailash Mansarovar Yatra), are “late bookings.” For late bookings, full payment is required at the time of booking, and the contract between you and HG forms when that payment is received. Late bookings may carry additional costs for expedited permit processing, private departures, or supplier surcharges, which we will disclose before accepting your payment.

We strongly recommend that you do not book international flights or make other non-refundable arrangements for a late booking until you have received our written Booking Confirmation. **HG has no liability for flights or other arrangements you book before receiving our Booking Confirmation if availability is not confirmed.**

3. Deposits and Payment

Clear deposit rules, transparent timelines, accepted payment methods.

3.1 Deposit

To confirm your reservation, a deposit of 25% of the total trip cost per person is due at the time of booking, unless a different amount is stated in your trip-specific quotation. **All deposits are non-refundable in cash** regardless of when or why you cancel, and regardless of the reason for cancellation (including change of plans, illness, work conflicts, or force majeure events affecting you personally). The deposit is instead preserved as a Lifetime Deposit Credit on the terms set out in Section 4, which you can apply toward a future HG trip for yourself or an immediate family member.

The only circumstances in which HG will refund the deposit in cash are: (a) where HG proposes a price increase exceeding 8% and you elect to cancel under Section 6.3; (b) where HG cancels your trip for reasons other than Force Majeure, your breach, or your non-payment, under Section 9.4; or (c) where HG, in its sole discretion, approves a compassionate cash refund under Section 7.4.

3.2 Final balance

The final balance of your trip cost, including any applicable surcharges disclosed under Section 6, is due as follows:

- **Group Treks and Tours:** no later than 30 days before the trip start date.
- **All other trips (including Tailor-Made Trips, Private Trips, Peak Climbs, Expeditions, Tibet trips, and Kailash Mansarovar Yatra):** no later than 60 days before the trip start date. For certain permit-dependent trips (notably Tibet/China permit trips and the Kailash Mansarovar Yatra), HG may require an earlier final-balance date to accommodate permit processing windows; this will be disclosed to you in writing at the time of booking.

If HG does not receive the final balance by the applicable deadline, we reserve the right to treat the booking as cancelled by you, and the cancellation charges in Section 7 will apply. *We will send at least two written reminders before exercising this right.*

3.3 Accepted payment methods

All prices are quoted in United States dollars (USD) by default. HG accepts the following payment methods:

- Visa, Mastercard, American Express, and Discover via our secure online booking portal;
- ACH or wire transfer to Himalayan Glacier Adventures, LLC (routing details provided on invoice);
- Personal check or cashier's check in USD, payable to “Himalayan Glacier Adventures, LLC,” mailed to our Baltimore, Maryland office;

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- Digital invoices sent to you after booking, payable by credit card or bank transfer.

Credit card payments may be subject to a processing fee disclosed at checkout. Payments by check are deemed received only when they clear our bank account.

3.4 Currency and exchange

If you request a quotation in a currency other than USD, the amount will be calculated using HG's then-current internal exchange rate. Exchange-rate fluctuations between quotation and payment are not grounds for adjustment except under Section 6.

4. Lifetime Deposit Credit

We know plans change. Your deposit stays with you.

Because every deposit is non-refundable in cash (see Section 3.1), HG preserves the full value of your deposit as a "Lifetime Deposit Credit" for your future use, subject to the following:

- The credit is valid for five (5) years from the date of original payment. On written request before the credit expires, HG will extend it for an additional three (3) years at our discretion.
- The credit may be applied toward any HG trip, for yourself or for an immediate family member (spouse, child, parent, or sibling). Transfer to other individuals requires HG's prior written consent and may be subject to a \$100 administrative fee.
- If the value of your new trip is greater than your credit, the difference is payable on standard terms. If the value of your new trip is less than your credit, the remaining balance stays on file for use within the original credit period.
- The credit cannot be redeemed for cash, transferred to a third party outside your immediate family without our consent, or exchanged between currencies.
- Trip pricing is the pricing in effect at the time you rebook, not the pricing at the time of your original booking. Popular dates and departures fill in advance; applying a credit does not guarantee availability.
- HG's obligation to honor a Lifetime Deposit Credit is contingent on our continued operation and is not a cash deposit, deposit insurance, or trust account.

5. Changes to Your Booking by You

How to modify a booking after it is confirmed.

5.1 Requesting a change

Requests for changes to your booking — including travel dates, itinerary, trip type, traveler names, or room configuration — must be submitted to HG in writing to northamerica@himalayanglacier.com. We will use reasonable efforts to accommodate the change, but we cannot guarantee that every request can be fulfilled.

5.2 Change fees and supplier costs

If HG can accommodate your change:

- Minor changes (such as a minor traveler-name correction or a shift of travel dates by no more than seven days within the same season) are typically processed at no charge.

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- Material changes (including trip date changes of more than seven days, changes from Group Trek to Private Trip, or changes in the number of travelers) carry a \$150 per-person administration fee, plus any irrecoverable supplier costs (including lodge, flight, or permit cancellation fees) that HG has already incurred.
 - Requests received within 30 days of the trip start date (60 days for all non-Group trips, including Tailor-Made, Private, Peak Climbs, Expeditions, Tibet trips, and Kailash Mansarovar Yatra) may be treated as a cancellation and rebooking under Section 7, at HG's discretion.

5.3 Transfers between travelers

Subject to supplier agreement (including airlines and permit authorities), you may transfer your booking to another eligible person who accepts these Terms, up to 30 days before the trip start date (60 days for all non-Group trips). A transfer fee of \$150 per person applies, plus any irrecoverable supplier costs. Both the transferring and receiving travelers are jointly liable for the full trip cost.

5.4 Changes after trip start

Once your trip has started, no refund is due for unused accommodation, transport, meals, sightseeing, or other services, regardless of the reason. Depending on the circumstances, your travel insurance may provide coverage for trip curtailment — we encourage you to pursue claims directly with your insurer.

6. Pricing and Price Changes

We will honor the price on your Booking Confirmation with narrow exceptions.

6.1 Prices at time of booking

The price of your trip is the price stated on your Booking Confirmation. We reserve the right to correct obvious errors in published pricing (including website pricing) before issuing a Booking Confirmation.

6.2 Price increases after booking

HG may pass through a price increase after your Booking Confirmation only if the increase is the direct result of a change in:

- the cost of passenger transportation, including fuel and other power sources;
- taxes, fees, or other mandatory charges imposed by governments, airports, or ports (including tourist, conservation, climbing, or permit fees);
- exchange rates applicable to the trip where the trip is priced in USD but paid to suppliers in foreign currency.

No price increase will be passed through within 30 days of the trip start date.

6.3 Your rights if the increase exceeds 8%

If a proposed price increase exceeds 8% of the original trip cost (excluding insurance premiums, amendment charges, and optional add-ons), you may choose, within 14 days of receiving written notice of the increase, to:

- accept the increase;
- accept an HG alternative trip of equivalent or higher quality at no additional charge, or of lower quality with refund of the price difference, if available;
- cancel the booking and receive a full refund of all amounts paid, including the deposit (this is one of the limited circumstances where the deposit is refunded in cash rather than held as credit).

If you do not respond within 14 days, you will be deemed to have accepted the price change.

6.4 Price decreases

If a verified price decrease applies to your booking under Section 6.2, we will refund the difference less a \$100 administration fee per booking.

7. Cancellation by You

Your deposit is always non-refundable. Cancellation charges on the balance reflect our irrecoverable costs and apply as liquidated damages, not as a penalty.

Because HG commits to non-refundable supplier costs — flights, permits, lodges, staff — in advance of your trip, cancellations close to departure result in losses we cannot recover. Two rules apply to every cancellation:

- The 25% deposit is always retained by HG as a Lifetime Deposit Credit (Section 4), **regardless of when or why you cancel**. The deposit is never refunded in cash except in the narrow circumstances listed in Section 3.1.
- The graduated schedule below applies to the balance of the trip cost (the 75% paid in addition to the deposit). The charge is a reasonable pre-estimate of HG's irrecoverable costs at each stage and applies as liquidated damages.

Cancellation must be made in writing to northamerica@himalayanglacier.com and is effective on the date HG receives it. In the tables below, the “balance” means the total trip cost less the 25% deposit.

7.1 Group Treks and Tours

Days Before Trip Start	Treatment of Deposit and Balance
61+ days	Deposit retained as Lifetime Deposit Credit; balance refunded in full
31 – 60 days	Deposit retained as Lifetime Deposit Credit; 50% of balance retained, 50% refunded in cash
15 – 30 days	Deposit retained as Lifetime Deposit Credit; 75% of balance retained, 25% refunded in cash
0 – 14 days	Deposit retained as Lifetime Deposit Credit; 100% of balance retained; no cash refund except as provided in Sections 14 and 15

7.2 All Other Trips

This section applies to every HG trip that is not a scheduled Group Trek or Tour, including Tailor-Made Trips, Private Trips, Peak Climbs, Expeditions, Tibet trips, and the Kailash Mansarovar Yatra.

Days Before Trip Start	Treatment of Deposit and Balance
91+ days	Deposit retained as Lifetime Deposit Credit; balance refunded in full

Days Before Trip Start	Treatment of Deposit and Balance
61 – 90 days	Deposit retained as Lifetime Deposit Credit; 50% of balance retained, 50% refunded in cash
31 – 60 days	Deposit retained as Lifetime Deposit Credit; 75% of balance retained, 25% refunded in cash
0 – 30 days	Deposit retained as Lifetime Deposit Credit; 100% of balance retained; no cash refund except as provided in Sections 14 and 15

Pass-through of non-refundable permit and supplier fees

For Peak Climbs, Expeditions, and Tibet/Kailash trips, HG pays substantial non-refundable fees to third parties well in advance of departure — including peak climbing permits issued by the Nepal Department of Tourism, Tibet Tourism Bureau permits, Kilimanjaro national park and rescue fees, and similar government or regional authority charges. Where HG has paid such non-refundable fees on your behalf before your cancellation, those fees will be **passed through to you in addition to the cancellation charges in Section 7.2**. HG will document the pass-through amount on request and will make reasonable efforts to recover the fees from the issuing authority; any recovered amounts will be refunded to you.

7.3 No-shows

If you fail to arrive at the designated trip start location without having given HG at least 72 hours' prior written notice, no refund, rescheduling, or credit is available. The deposit is retained by HG but is not preserved as a Lifetime Deposit Credit in a no-show scenario.

7.4 Compassionate cancellation

In cases of death, terminal illness, or comparable catastrophic personal circumstance affecting a Traveler or an immediate family member, HG will, in its sole discretion and on a case-by-case basis, consider a cash refund of the deposit and/or amounts that would otherwise be retained from the balance. We may require documentation such as a death certificate, a physician's letter, or equivalent evidence. Approval under this section is discretionary, not a right, and does not limit your protections under Section 14 (Force Majeure) or under your travel insurance.

7.5 Kailash Mansarovar Yatra and permit-dependent trips

For the Kailash Mansarovar Yatra and similar trips where operation depends on government or regional authority approvals beyond HG's control (including Tibet/China visa and permit issuance), the following applies in addition to Section 7.2:

- If the host country authorities decline to open the destination or issue required permits before the trip start date, you may choose: (a) a full refund of the balance and the deposit, less a 4% processing fee on the total; (b) transfer of the full paid amount to another HG trip; or (c) transfer to the next scheduled Yatra departure, subject to availability.
- If your visa is denied after arrival at the staging point (typically Kathmandu), refunds are limited to unused services only; the deposit is retained as a Lifetime Deposit Credit and non-refundable permit, staff, and logistics costs already committed are retained in full.
- Refunds and transfers under this section are processed within 30 business days of the authorities' decision.

8. Cutting Your Trip Short

If you choose to leave a trip before its scheduled end for personal reasons, or if you are removed from the trip under Section 13.4, no refund is due for unused services (accommodation, meals, transportation, guide services, permits, or flights). HG is not liable for expenses you incur returning home early. Your travel insurance may cover trip curtailment; we recommend contacting your insurer directly.

9. Changes and Cancellations by HG

Flexibility is the nature of adventure travel; we commit to clear communication when plans must change.

9.1 Minor changes

Adventure travel inherently requires flexibility. “Minor changes” — such as a shift in the order of daily activities, a change in accommodation to one of the same or higher standard, or an adjustment to outbound or return flights by less than 12 hours — do not entitle you to cancel or to compensation. We will notify you of minor changes as soon as reasonably practicable.

9.2 Significant changes

A “significant change” is a change that we reasonably expect to have a major impact on your trip, such as:

- a change in trip duration of more than two days;
- a change in primary destination (for example, substituting Everest Base Camp for Annapurna Base Camp);
- a change in the summit objective of a Peak Climb;
- a change in accommodation to a lower standard for the majority of the trip.

If HG makes a significant change before the trip starts and the change is not the result of Force Majeure, you may, within 14 days of our written notice, choose to:

- accept the changed arrangements;
- accept an alternative trip of comparable or higher standard at no additional cost (or of lower standard with refund of the price difference);
- transfer your payment as a Lifetime Deposit Credit under Section 4;
- cancel the booking and receive a refund of all amounts paid less the non-refundable deposit.

If we do not hear from you within 14 days, we will assume you accept the changed arrangements.

9.3 Guaranteed departures

Every HG booking is **100% guaranteed to operate** once your Booking Confirmation has been issued. We do not cancel Group Treks, Tours, Peak Climbs, Expeditions, or Tailor-Made Trips for failure to reach a minimum group size — even if you are the only booked traveler. This guarantee is one of our core commitments and is not qualified by supplier, staffing, or pricing considerations on our side.

Narrow exception — Luxury Kailash Mansarovar Yatra: The Luxury Kailash Mansarovar Yatra is the single exception to the guaranteed-departure rule. Because of the significant operational constraints of the Tibet/China permit system, the logistical complexity of Kailash region support at luxury service levels, and regional authority requirements that make private or very small group departures economically and operationally infeasible, the Luxury Kailash Mansarovar Yatra requires a minimum group size, which HG will disclose to you in writing at the time of booking. If the

minimum is not reached by the applicable cutoff date (also disclosed at booking), HG may, at our option, (a) offer you an alternative Kailash Yatra departure with comparable itinerary, (b) offer a non-luxury Kailash Yatra itinerary with refund of the price difference, or (c) cancel the specific departure. If we cancel for failure to reach the minimum, you will receive a full cash refund of all amounts paid, including the deposit, or a Lifetime Deposit Credit for the full amount, at your election. This exception applies **only** to the Luxury Kailash Yatra and not to the standard Kailash Yatra or any other HG trip.

For the avoidance of doubt, this Section 9.3 addresses only group-size-driven cancellations by HG. Permit-authority or government cancellations of the Kailash Yatra (whether standard or luxury) remain governed by Section 7.5, and Force Majeure events remain governed by Section 14.

9.4 Cancellation by HG

If HG cancels your trip for reasons other than your breach, your refusal to pay, or Force Majeure, you may elect, within 14 days of our written notice:

- a full cash refund of all amounts paid, including the deposit;
- transfer of all amounts paid to an alternative HG trip of equal value;
- a Lifetime Deposit Credit for the full amount paid.

Except as expressly provided in this Section 9, HG is not liable for consequential damages arising from a cancellation, including non-refundable airfare, visa fees, immunizations, or personal equipment purchases. We strongly encourage comprehensive travel insurance.

9.5 Changes during the trip

Once the trip has begun, the trip leader has final authority on daily routing, pace, and activities, and may alter the itinerary based on weather, altitude, group condition, safety concerns, local conditions, or directions from local authorities. Where HG is unable to provide a significant proportion of the arrangements after departure, we will — where possible — make alternative arrangements at no extra charge and provide an appropriate refund if those arrangements are of lower standard. Where an alternative is not possible because of Force Majeure, Section 14 applies.

10. Mandatory Travel Insurance

Comprehensive travel insurance is a condition of participation — not optional.

Every Traveler must carry comprehensive travel insurance that covers, at a minimum:

- emergency medical treatment, including at the altitude of the trip (many standard policies exclude altitudes above 3,000 m or 5,000 m — you must verify coverage for your specific trip);
- emergency evacuation by helicopter and/or ground transportation from remote areas, without prior insurer authorization;
- repatriation of the Traveler and repatriation of remains;
- trip cancellation, curtailment, and interruption, ideally including “cancel for any reason” coverage for the non-refundable portion of the trip cost;
- loss of baggage and personal effects.

10.1 Proof of insurance

You must submit proof of insurance (policy certificate, insurer name, policy number, and 24-hour emergency contact) to HG no later than 14 days before the trip start date, and carry a copy with you throughout the trip. If you cannot provide proof of insurance at trip start, HG may require you to obtain a policy locally before we allow you to continue, or may deny participation with no refund.

10.2 Evacuation authority and costs

In mountain environments, conditions can deteriorate rapidly. HG reserves the right to initiate an emergency evacuation, including by helicopter, based on the professional judgment of the trip leader and, where available, the expedition medical officer — **without waiting for pre-authorization from your insurer**. HG is not liable for the cost of evacuations undertaken in good faith for Traveler safety. You agree that any evacuation, medical, or related costs advanced by HG on your behalf will be reimbursed by you or by your insurer, and you authorize HG to charge the payment method on file for reasonable evacuation costs up to USD \$10,000, with any excess invoiced separately.

10.3 No waiver of insurance requirement

Signing a waiver of insurance, self-insuring, or relying on a health insurance plan that does not meet the criteria above does not satisfy this requirement. HG does not sell insurance; we recommend consulting a licensed travel insurance broker familiar with adventure travel and high-altitude coverage.

11. Health, Fitness, and Medical Conditions

Be honest with us about your health; it is the single most important safety measure.

11.1 Fitness requirements

HG trips vary in physical demand from moderate walking to technical mountaineering at extreme altitude. The difficulty and daily demands of each trip are described on the trip-specific page of our website and in your trip dossier. You are responsible for preparing physically and mentally for the trip you have booked. If you are unsure whether a trip is suitable for you, contact your Destination Specialist before booking.

11.2 Pre-existing conditions and disability

You must disclose to HG in writing, before booking is confirmed, any pre-existing medical condition, disability, mental health condition, allergy, or dietary restriction that could reasonably affect your ability to participate safely or the arrangements of others. Examples include cardiovascular disease, respiratory disease, diabetes, epilepsy, pregnancy, recent surgery, severe allergies, and any history of altitude-related illness.

We will evaluate each disclosure individually and, where appropriate, may require:

- a physician's letter certifying fitness for the specific trip, altitude, and duration;
- a supplemental medical insurance rider;
- a modified itinerary or alternative trip recommendation;
- in rare cases where we cannot reasonably accommodate the condition, decline of the booking with full refund of amounts paid, including the deposit.

11.3 Changes in condition after booking

If your health or a Traveler's health changes materially after booking, notify HG immediately in writing. Depending on the nature and timing of the change, standard cancellation terms (Section 7) may apply, and we recommend contacting your travel insurer at the same time.

11.4 Non-disclosure

If HG later discovers a pre-existing condition that was not disclosed at booking and that materially affects participation, safety, or the trip arrangements of others, we may cancel your participation at any point, including during the trip, with cancellation charges under Section 7 applying and no refund of unused services.

12. Passports, Visas, and Compliance

You are solely responsible for ensuring that you hold:

- a valid passport with at least six months' validity beyond the final day of the trip and at least two blank visa pages;
- all required visas, entry permits, and health documentation for every country and region on your itinerary (Nepal, India, Bhutan, Tibet/China, Peru, Tanzania, and any connecting countries);
- any vaccinations required or recommended by the destination country or by the U.S. Centers for Disease Control and Prevention, including yellow fever, hepatitis A and B, typhoid, rabies, and others relevant to your itinerary.

HG may assist with the application for certain permits (notably the Tibet/China permit, which in most cases must be handled by the in-country operator). Except for such assistance expressly confirmed in writing, HG has no responsibility for visa or permit procurement, denial, or delay. If you are denied boarding, entry, or onward travel due to inadequate documentation, standard cancellation terms apply.

You agree to comply with all applicable laws, regulations, and customs of each destination country, and with any vaccination, quarantine, or entry requirement in effect at the time of travel. Failure to comply that results in cancellation is subject to Section 7.

13. Assumption of Risk and Traveler Conduct

Adventure travel is exhilarating because it is real. With it comes real risk.

13.1 Nature of adventure travel

You acknowledge that HG trips take place in remote, mountainous, high-altitude, and wilderness environments where medical facilities may be hours or days away, rescue may be delayed by weather, and communication may be limited. Inherent risks include but are not limited to:

- altitude-related illness (AMS, HAPE, HACE) and other medical conditions that may develop rapidly and without warning;
- injuries from falls, avalanches, rockfall, crevasses, icefall, lightning, extreme cold or heat, and other natural hazards;
- illness from food, water, insects, or zoonotic disease;
- accidents involving transportation (including domestic flights on small aircraft operating to mountain airstrips), animals, or equipment failure;

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- political instability, border closures, armed conflict, or civil unrest;
 - decisions of local authorities, weather, or geological events that force itinerary changes or evacuation.

By participating in an HG trip, you knowingly and voluntarily assume all such risks, *whether or not described here*, and accept responsibility for any loss, injury, or damage that may result, to the maximum extent permitted by Maryland law and by the law of the destination country.

13.2 Release and acknowledgement

Every Traveler (or, for a minor, the parent or legal guardian) must sign a separate Participation Agreement and Release before the trip starts. That document supplements, and does not replace, these Terms.

13.3 Traveler conduct

While on the trip, you agree to:

- follow the instructions of the trip leader and local guides on all matters of safety and routing;
- respect local laws, customs, and cultural practices, including religious sites, photography restrictions, and dress codes;
- respect fellow travelers and the communities through which you travel, including staff, porters, and support teams (HG is a member of the Kilimanjaro Responsible Trekking Organisation and follows porter-welfare standards);
- not use or be under the influence of illegal drugs at any point during the trip, and consume alcohol responsibly and only where culturally appropriate.

13.4 Removal from a trip

The trip leader may, in consultation with the medical officer where available, require you to leave the trip if, in their reasonable judgment:

- your physical or mental condition makes continuation unsafe for you;
- your behavior is detrimental to the safety, welfare, or wellbeing of the group, staff, or local communities;
- you are unable or unwilling to follow safety instructions.

Removal under this section is not a cancellation by HG. No refund is due for unused services, and you are responsible for all costs of returning home.

14. Force Majeure

When events beyond anyone's control disrupt travel.

14.1 Definition

“Force Majeure” means any event or circumstance beyond HG’s reasonable control, including but not limited to:

- acts of God, including earthquakes, avalanches, landslides, floods, volcanic activity, extreme weather, and other natural disasters;
- epidemics, pandemics, outbreaks of infectious disease, public health emergencies, and associated quarantine, isolation, or travel restrictions;
- acts of government or regulatory authority, including border closures, permit suspensions, denial or revocation of visas, and sanctions;

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- war (declared or undeclared), invasion, armed conflict, terrorism or threatened terrorism, civil unrest, insurrection, or revolution;
 - strikes, lockouts, or other organized labor action;
 - significant U.S. State Department or equivalent foreign office travel advisories recommending against travel to a destination;
 - failure or disruption of essential infrastructure, including airport closures, fuel shortages, major cyber incidents, and communication blackouts;
 - any other event that a reasonable adventure travel operator would recognize as outside its control.

14.2 Consequences before trip start

If a Force Majeure event prevents HG from operating your trip substantially as planned, before the trip start date, HG will offer you:

- transfer of all amounts paid to an alternative HG trip or a future departure of the same trip, subject to availability and any price difference;
- a Lifetime Deposit Credit for all amounts paid, under Section 4;
- a cash refund of all amounts paid less any irrecoverable third-party supplier costs already incurred on your behalf (which HG will document on request). For the avoidance of doubt, HG will make reasonable efforts to recover supplier costs on your behalf.

14.3 Consequences after trip start

If a Force Majeure event arises after the trip has started and requires HG to curtail, re-route, or terminate the trip, HG will — where safe and reasonable — continue to provide or substitute services at no additional charge. HG is not liable for refunds, compensation, or consequential costs (including changed flights, extended accommodation, or missed onward arrangements) arising from Force Majeure. Your travel insurance is your primary protection for these events.

14.4 Foreign office advice

You are responsible for reviewing U.S. State Department travel advisories, or the equivalent of your home country, for every destination on your itinerary. Advisories recommending against travel may constitute Force Majeure under this section; however, elevated advisory levels alone do not automatically trigger cancellation, and HG will assess each situation case-by-case with safety as the priority.

15. Limitation of Liability

Scope of HG's responsibility, and limits required by the nature of adventure travel.

15.1 HG's responsibility

HG accepts responsibility for trip services directly provided by us or our employees, to the extent such services are not performed with reasonable skill and care. For services provided by independent third-party suppliers — including airlines, hotels, teahouse lodges, in-country operators, porters, yak or mule operators, and ground transportation providers — HG acts as the coordinator and booking agent, and those services are governed by the terms and conditions of the respective supplier, which may limit their liability under applicable international conventions (including the Montreal Convention for airlines).

15.2 Exclusions

HG is not liable for loss, injury, damage, delay, or expense arising from:

- Force Majeure (Section 14);
- acts, omissions, or negligence of third-party suppliers beyond HG's reasonable supervision;
- your own acts, omissions, negligence, failure to disclose medical information, or breach of these Terms;
- loss of, damage to, or theft of personal property, baggage, cameras, electronics, cash, or valuables, whether carried personally or by porters, yaks, or vehicles;
- delays, cancellations, or diversions of international or domestic flights, regardless of cause;
- changes in foreign currency exchange rates;
- illness, injury, or death from altitude, pre-existing conditions, or infectious disease, except to the extent caused by HG's gross negligence or willful misconduct.

15.3 Cap on direct damages

To the maximum extent permitted by Maryland law, HG's aggregate liability to you for any claim arising out of or relating to a trip, whether in contract, tort, statute, or otherwise, is limited to **the total amount you paid to HG for the affected trip**. This cap does not apply to liability that cannot be limited under Maryland law, including liability for death or personal injury caused by HG's gross negligence or willful misconduct.

15.4 No indirect or consequential damages

HG is not liable for indirect, consequential, incidental, special, punitive, or exemplary damages, including lost wages, lost vacation time, lost enjoyment, non-refundable airfare, visa fees, gear purchases, or emotional distress, regardless of the theory of liability and regardless of whether HG was advised of the possibility of such damages.

15.5 Claims period

Any claim you wish to bring against HG must be brought within one (1) year of the date on which the claim arose, or it is waived and barred. This period is the maximum permitted by Maryland law for contractual shortening of limitations.

16. Complaints and Dispute Resolution

If something goes wrong, tell us right away — most issues can be fixed on the ground.

16.1 On-trip complaints

If you have a concern during your trip, raise it with your trip leader or local guide immediately. Most issues can be resolved on the spot. If the trip leader cannot resolve the concern, contact HG's Baltimore office by telephone at +1-410-307-0007 or by email to northamerica@himalayanglacier.com as soon as practicable.

16.2 Post-trip complaints

If your complaint is not resolved on the trip, you must send a formal written complaint by email to northamerica@himalayanglacier.com within 28 days of the trip's end date, including your booking reference, specific facts, dates, and any supporting documentation or photographs. HG will acknowledge receipt within 5 business days and provide a substantive response within 30 business days.

16.3 Effect of failure to follow procedure

Failure to raise a concern during the trip, and to submit a written complaint within 28 days of trip end, may impair HG's ability to investigate, address the concern, and recover from suppliers, and may affect your rights under this contract.

17. Bookings Through Third-Party Websites

If you book an HG trip through a third-party marketplace, aggregator, or reseller — including TourRadar, Bookmundi, Viator, Travelzoo, or similar — your booking is governed by both these Terms and the terms and conditions of that third party. Where the two conflict, the terms governing payment, refunds, and cancellations of the originating third-party platform will generally apply to the amount paid to them, and these Terms will apply to the conduct and operation of the trip itself. HG has no authority to refund amounts paid to a third-party platform; refund requests must be made to that platform directly.

18. Promotional Offers, Giveaways, and Discounts

Trip packages won through free-trip giveaways, referral rewards, contests, or promotional discounts are subject to the terms of the specific promotion, which may differ from the standard trip package. Common conditions include:

- the prize is non-transferable and may only be used by the winner, except with HG's written consent;
- the prize must be redeemed within 24 months of award unless a shorter period is specified;
- the prize does not include international airfare, visa fees, travel insurance, gratuities, or personal expenses unless expressly stated;
- HG reserves the right to substitute the prize with a package of comparable value if operational circumstances require;
- these Booking Terms and Conditions apply in full to the redeemed trip.

19. Photography, Media, and Content

HG trip leaders and accompanying media personnel may photograph or record video during the trip for marketing, educational, and archival use. By participating in the trip, you grant HG a non-exclusive, royalty-free, worldwide, perpetual license to use such photographs and video featuring you for these purposes. If you prefer not to appear in HG marketing content, please notify your trip leader at the start of the trip and send a written opt-out to northamerica@himalayanglacier.com; we will respect your preference.

Photographs and videos you take personally remain your property. We ask that you respect the privacy, dignity, and cultural norms of local communities and fellow travelers when taking photographs, especially in religious settings, during ceremonies, and of children.

20. Privacy and Data Protection

HG collects and uses your personal data — including name, passport information, contact details, payment information, emergency contact, dietary and medical information — to operate your booking, communicate with you, comply with legal requirements, and improve our services. Our handling of personal data is described in our Privacy Policy at www.himalayanglacier.com/privacy-policy. Where you reside in a jurisdiction with specific privacy laws (including the

European Union's General Data Protection Regulation, the United Kingdom's Data Protection Act, or U.S. state privacy laws such as the California Consumer Privacy Act), you have additional rights described in the Privacy Policy.

21. Governing Law and Dispute Resolution

How we resolve the rare disputes that can't be settled informally.

21.1 Governing law

These Terms and any dispute or claim arising out of or in connection with them (including non-contractual disputes) are governed by the laws of the State of Maryland, United States, without regard to its conflict-of-laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

21.2 Informal resolution

Before initiating arbitration, the parties agree to make a good-faith attempt to resolve any dispute through direct written discussion for a period of at least 60 days, beginning on the date one party notifies the other in writing of the dispute. Most disputes can be resolved at this stage.

21.3 Binding arbitration

Any dispute not resolved under Section 21.2 will be resolved exclusively by confidential binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules and, where applicable, the Consumer Arbitration Rules. Arbitration will take place in Baltimore, Maryland, before a single arbitrator mutually agreed by the parties or, failing agreement within 30 days, appointed by the AAA. The arbitrator's decision is final and enforceable in any court of competent jurisdiction.

Each party bears its own attorneys' fees and costs, except that the arbitrator may award fees and costs to the prevailing party to the extent permitted by Maryland law. For consumer disputes, HG will pay the AAA's filing, administrative, and arbitrator fees as required by the AAA Consumer Arbitration Rules.

21.4 Class-action waiver

To the maximum extent permitted by law, you and HG each agree that any dispute will be brought in the party's individual capacity and not as a plaintiff or class member in any purported class, collective, or representative proceeding. The arbitrator has no authority to consolidate claims or preside over any form of class or representative proceeding.

21.5 Small-claims exception

Notwithstanding the above, either party may bring an individual action in the Small Claims Court of Baltimore City, Maryland (or the equivalent court in the plaintiff's jurisdiction) for claims within that court's jurisdictional limit.

21.6 Injunctive relief

Either party may seek injunctive relief in a court of competent jurisdiction to prevent irreparable harm, including to protect intellectual property or confidential information, pending arbitration.

22. General Provisions

22.1 Entire agreement

These Terms, the Booking Confirmation, the Participation Agreement and Release, the trip-specific dossier, and our Privacy Policy together constitute the entire agreement between you and HG regarding the trip and supersede all prior or contemporaneous communications, representations, and agreements.

22.2 Severability

If any provision of these Terms is held invalid or unenforceable, that provision will be modified to the minimum extent necessary to make it valid, or if that is not possible, severed; the remainder of the Terms will continue in full force.

22.3 No waiver

HG's failure to enforce any provision is not a waiver of our right to enforce that provision later.

22.4 Assignment

You may not assign or transfer these Terms without HG's prior written consent, except as permitted under Section 5.3. HG may assign its rights and obligations under these Terms to an affiliate or successor.

22.5 Notices

Written notices from you to HG must be sent to northamerica@himalayanglacier.com or to Himalayan Glacier Adventures, LLC, Baltimore, MD, USA. Written notices from HG to you will be sent to the email address on your booking. Notices are deemed received on the business day sent, if sent before 5:00 p.m. Eastern Time, otherwise on the next business day.

22.6 Amendments

HG may amend these Terms at any time to reflect changes in applicable law, regulation, or industry practice. The version of the Terms in effect on the date of your Booking Confirmation governs your trip, except where a later amendment is required by law.

22.7 Third-party beneficiaries

No person other than you and HG has any rights under these Terms. HG's in-country affiliates, suppliers, guides, and staff are not third-party beneficiaries, except that the release and indemnification provisions of Sections 13 and 15 apply to them as intended beneficiaries of those provisions.

22.8 Survival

Sections 10, 13, 14, 15, 16, 19, 20, 21, and 22 survive the completion, cancellation, or termination of your trip.

22.9 Language

These Terms are written in English. Translations are provided for convenience only. In the event of a conflict between the English version and any translation, the English version controls.



Acknowledgement and Acceptance

By clicking "I Agree" on our online booking form, paying the deposit, or otherwise confirming the booking in writing, the Lead Traveler acknowledges, on behalf of every Traveler on the booking, that:

- they have read, understood, and accepted these Booking Terms and Conditions in full;
they have shared these Terms with every Traveler named on the booking and each Traveler has agreed to be bound by them;
they understand that adventure travel carries inherent risks, and they accept those risks voluntarily;
they will obtain and maintain comprehensive travel insurance meeting the requirements of Section 10 for the full duration of the trip;
the information they have provided to HG about health, fitness, and travel documentation is accurate and complete.

For HG bookings requiring signature (Peak Climbs, Expeditions, or by HG request):

Form with four sections: Lead Traveler (Printed Name), Date (Date Signed), Signature (Signature of Lead Traveler), and Booking Reference (Booking Reference Number).

For Himalayan Glacier Adventures, LLC

Sanket Pandey, Managing Director
Baltimore, Maryland, United States

Questions? We're here to help.

Contact your Himalayan Glacier Destination Specialist anytime.
+1-410-307-0007 | northamerica@himalayanglacier.com
www.himalayanglacier.com