ADI KAILASH/OM PARVAT YATRA 2017

INDEMNITY BOND

(On a non-judicial stamp-paper of Rs.10/- if executed within the Union Territory of Delhi or on a stamp-paper of the value prescribed by the concerned State Government)

INDEMNITY BOND

WHEREAS Kumaon Mandal Vikas Nigam Ltd. has arranged pilgrimage of Indian citizens to Adi Kailash/Om Parvat.

WHEREAS the executant Shri/Smt./Km._____ son/daughter/wife of Shri _____, resident of _____ a citizen of India (hereinafter called heirs, legal representative and assignees) has made an application for joining the pilgrimage to Adi Kailash/Om Parvat.

WHEREAS the applicant has agreed to abide by the terms and conditions prescribed by Kumaon Mandal Vikas Nigam Ltd. of his own free will, voluntarily and without any coercion or pressure of any kind.

WHEREAS the rules prescribed by Kumaon Mandal Vikas Nigam Ltd. require an Indemnity Bond to be executed by the applicant.

THIS BOND WITNESSETH AS FOLLOWS

The above-mentioned applicant agrees to abide by the following conditions:

(1) That the Indian Mountaineering Foundation (IMF) has recognised the Adi Kailash Yatra as a trekking expedition and it may involve high risk to the person or property of the applicant caused by any natural calamity or due to any other reason.

(2) That the applicant is joining the aforesaid pilgrimage of his/her own free will and on his/her own personal risk and consequences and undertakes to bear all expenses for the pilgrimage.

(3) That the applicant shall abide by the rules, regulations/term and conditions prescribed by Kumaon Mandal Vikas Nigam Ltd. and undertake to hold himself/herself responsible for any breach or violation thereof.

(4) That the applicant or his-her legal representative will not hold Kumaon Mandal Vikas Nigam Ltd. liable in any manner whatsoever in the event of any accident or any untoward happening that may result in injury to the applicant or damage or loss of property to the applicant of any nature due to any natural calamity or due to any other reason whatsoever.

(5) That the applicant or his/her legal representative will not claim from Kumaon Mandal Vikas Nigam Ltd. any damages in the event of any loss or damage to his/her person or property including death.

(6) The above-named applicant hereby further agrees that this Indemnity Bond shall remain in full force and effect during the period of the aforesaid pilgrimage and for a period of one year thereafter and that shall continue to be enforceable till all the dues of Kumaon Mandal Vikas Nigam Ltd. and all claims raised by Kumaon Mandal Vikas Nigam Ltd. under/or by virtue of the aforesaid undertaking have been fully paid and its claims satisfied or discharged or till Kumaon Mandal Vikas Nigam Ltd. certifies that the rules and regulations have been fully and properly carried out by the applicant and accordingly discharges the Indemnity Bond.

(7) That the above named applicant hereby further agrees with Kumaon Mandal Vikas Nigam Ltd. that he/she shall not be allowed to proceed further and shall have to return from the pilgrimage if Kumaon Mandal Vikas Nigam Ltd. is satisfied that he/she is unfit to proceed further at any time or stage of the pilgrimage. The above named applicant further agrees that in the event of his/her not being allowed to proceed and having to return from the pilgrimage, no money deposited by the aforesaid applicant for the purpose of pilgrimage will be refunded to him/her.

(8) The above named applicant hereby agree that he / she will abide by the scheduled route or scheduled halts as issued by Kumaon Mandal Vikas Nigam Ltd., and that he /she or his/her legal representative will not hold Kumaon Mandal Vikas Nigam Ltd. liable in any manner whatsoever in the event, if he /she do not conform to the scheduled route or scheduled halts as provided by Kumaon Mandal Vikas Nigam Ltd.

(9) That the above named applicant further agrees with Kumaon Mandal Vikas Nigam Ltd. that Kumaon Mandal Vikas Nigam Ltd. shall have the fullest authority without his/her consent and without affecting in any manner his/her obligations hereunder to vary any of the rules and regulations according to the circumstances from time to time and to forebear or enforce any of the terms and conditions of the said agreement and he/she shall not be relieved from his/her liability by reason of any such variation.

(10) The applicant undertakes that he/she will bear full responsibility for expenses on emergency medical as well as emergency air evacuation, if the need arises during the Yatra.

(11) This Indemnity Bond will not be revoked by any change of circumstances.

(12) The above named applicant lastly undertakes not to revoke this Indemnity Bond during its period except with the previous consent of Kumaon Mandal Vikas Nigam Ltd. in writing.

In witness whereof the above named applicant has executed this Indemnity Bond at _____ (Place) on this_____ (date) day of _____(month) of 2017.

WITNESSES EXECUTANT

1.

2.

(To be attested by First Class
Magistrate or Notary Public)