

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 the Government of India in consultation with the Government of People's Republic of China has arranged pilgrimage of Indian citizens to Kailash/Manasarovar.

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 Kailash-Manasarovar.

WHEREAS the applicant has agreed to abide by the terms and conditions prescribed by the Government of India of his own free will, voluntarily and without any coercion or pressure of any kind.

WHEREAS the rules prescribed by the Government of India require an Indemnity Bond to be executed by the applicant.

THIS BOND WITNESSETH AS FOLLOWS

In consideration of the President of India (hereinafter called the Government) having agreed to assist in the arrangement for the pilgrimage of the applicant to Kailash-Manasarovar the above-mentioned applicant agrees to abide by the following conditions:

- (1) That the Indian Mountaineering Foundation (IMF) has recognised the Kailash Manasarovar 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/terms and conditions prescribed by the Government of India 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 the Government of India 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 the Government of India 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 the Government and all claims raised by the Government under/or by virtue of the aforesaid undertaking have been fully paid and its claims satisfied

or discharged or till the Government 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 the Government that he/she shall not be allowed to proceed further and shall have to return from the pilgrimage if the Government 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 the Government of India, and that he /she or his/her legal representative will not hold the Government of India liable in any manner whatsoever in the event, if he /she do not conform to the scheduled route or scheduled halts as provided by the Government.

(9) That the above named applicant further agrees to refund the entire sum in foreign exchange which was sanctioned for the pilgrimage to the Government of India's Reserve Bank, if he/she does not proceed or return from the pilgrimage at any stage of the pilgrimage.

(10) That the above named applicant further agrees with the Government that the Government 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.

(11) 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.

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

(13) The above named applicant lastly undertakes not to revoke this Indemnity Bond during its currency except with the previous consent of the Government in writing.

In witness whereof the above named applicant has executed this Indemnity Bond at _____ (Place) on this _____ (date) day of _____ (month) of 2014.

WITNESSES

EXECUTANT

1.

2.

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