



Gemini Adventure Camp

(Pvt. Ltd.)

Adventures Today, Memories Forever

Instructor/Leader's Terms of Service

These Instructor Terms of Service govern the engagement of instructors, trainers, facilitators, guides, coaches, and activity leaders with **Gemini Adventure Camp Pvt. Ltd.** By accepting an assignment, conducting any activity, or working with the Company, the Instructor agrees to comply with these Terms.

1. Appointment

The Company may engage the Instructor to conduct adventure activities, educational programs, outdoor training, camps, treks, expeditions, workshops, and related services.

The Instructor shall perform duties professionally and in accordance with:

- Company policies and procedures
- Applicable laws and regulations
- Safety guidelines and risk management protocols
- Ethical standards of outdoor education and adventure tourism

2. Instructor Qualifications

The Instructor shall:

- Possess appropriate qualifications, certifications, and experience relevant to the assigned activity.
- Maintain valid first-aid and emergency response certifications where required.
- Provide accurate information regarding credentials and experience.
- Immediately notify the Company if any certification expires, is suspended, or becomes invalid.

The Company reserves the right to verify qualifications at any time.

3. Duties and Responsibilities

The Instructor agrees to:

Safety Management

- Prioritize participant safety at all times.
- Conduct pre-activity safety briefings.
- Inspect equipment before use.
- Report hazards immediately.
- Follow emergency response procedures.

Participant Supervision

- Maintain appropriate supervision ratios.
- Ensure participants follow instructions.
- Prevent unsafe behavior whenever reasonably possible.

Professional Conduct

- Treat all participants with dignity and respect.
- Avoid discrimination, harassment, bullying, or inappropriate behavior.
- Act as a positive role model.

Program Delivery

- Conduct activities according to approved itineraries and schedules.
 - Deliver accurate educational and technical information.
 - Maintain high standards of professionalism and service quality.
-

4. Independent Contractor Relationship

Unless otherwise stated in a written employment agreement:

- The Instructor acts as an independent contractor.
 - Nothing in these Terms creates an employer-employee relationship.
 - The Instructor is responsible for personal taxes, statutory obligations, and applicable registrations.
-

5. Compensation

- Compensation shall be determined separately for each assignment.
 - Payment may be based on daily rates, program rates, hourly rates, or project-based agreements.
 - The Company may withhold payment for incomplete services, misconduct, serious safety violations, or breach of these Terms.
-

6. Safety Compliance

The Instructor shall:

- Follow all safety protocols established by the Company.
- Conduct risk assessments where required.
- Use only approved equipment.
- Immediately report accidents, incidents, injuries, near misses, or safety concerns.

The Company reserves the right to remove any Instructor from an activity for safety violations.

7. Medical Emergencies

The Instructor agrees to:

- Provide reasonable assistance during emergencies.
 - Contact emergency services when required.
 - Follow emergency action plans.
 - Prepare incident reports promptly after any emergency situation.
-

8. Child Protection Policy

When working with minors, the Instructor shall:

- Maintain appropriate professional boundaries.
- Never engage in physical, verbal, emotional, or sexual misconduct.
- Avoid one-on-one isolated situations whenever possible.
- Report suspected abuse, neglect, or safeguarding concerns immediately.

Any violation may result in immediate termination and reporting to authorities where applicable.

9. Alcohol, Drugs, and Smoking

The Instructor shall not:

- Consume alcohol while on duty.
- Be under the influence of drugs or intoxicating substances during any activity.
- Possess illegal substances.

Violation may result in immediate termination of engagement.

10. Equipment and Property

The Instructor shall:

- Properly use and maintain Company equipment.
- Return all equipment in good condition.
- Report damage, loss, or malfunction immediately.

The Instructor may be held responsible for damage caused by negligence or intentional misconduct.

11. Confidentiality

The Instructor shall not disclose:

- Participant personal information
- Company business information
- Pricing structures
- Operational procedures
- Internal documents

This obligation continues even after the engagement ends.

12. Photography and Media

The Company may use photographs, videos, recordings, or promotional content captured during activities for marketing, educational, and promotional purposes.

The Instructor grants the Company permission to use images or recordings containing the Instructor for legitimate business purposes without additional compensation unless otherwise agreed in writing.

13. Intellectual Property

All training materials, manuals, documents, logos, branding, program content, photographs, videos, and promotional materials created by or for the Company remain the exclusive property of the Company.

The Instructor shall not reproduce or distribute Company materials without written permission.

14. Code of Conduct

The Instructor shall:

- Behave professionally at all times.
 - Respect local cultures and environments.
 - Avoid offensive, abusive, or inappropriate language.
 - Protect the reputation of the Company.
-

15. Environmental Responsibility

The Instructor shall:

- Promote responsible outdoor practices.
 - Follow Leave No Trace principles.
 - Minimize environmental impact during activities.
 - Comply with local environmental regulations.
-

16. Termination

The Company may suspend or terminate an Instructor immediately for:

- Safety violations
- Misconduct
- Fraud or dishonesty
- Harassment or discrimination
- Criminal activity
- Breach of confidentiality
- Violation of these Terms

The Instructor may discontinue engagement by providing reasonable notice unless an emergency prevents doing so.

17. Limitation of Liability

To the maximum extent permitted by law, the Company shall not be liable for indirect, incidental, consequential, or special damages arising from the Instructor's engagement.

The Instructor accepts the inherent risks associated with outdoor and adventure activities.

18. Indemnification

The Instructor agrees to indemnify and hold harmless the Company, its directors, officers, employees, and representatives from claims, damages, losses, liabilities, and expenses arising from:

- Instructor negligence
 - Misconduct
 - Breach of these Terms
 - Violation of applicable laws
-

19. Governing Law

These Terms shall be governed by the laws of **India**.

Any disputes shall be subject to the exclusive jurisdiction of the courts located in **Junagadh**, Gujarat, India.

20. Acceptance

By accepting assignments or conducting activities for Gemini Adventure Camp Pvt. Ltd., the Instructor confirms that they:

- Have read and understood these Terms.
 - Agree to comply with all Company policies.
 - Accept responsibility for maintaining professional and safety standards.
-

Gemini Adventure Camp Pvt. Ltd.

Adventures Today, Memories Forever

Address: A/3, 104, Vishwas City, Khalilpur Road, Joshipura, Junagadh- 362002

Phone: +91 90990 84745 / +91 63561 96247

Email: geminiadventurecamp@gmail.com

Website: www.geminiadventurecamp.com

Instructor/Leader Signature: _____

Name: _____

Date: _____

