

CALIRAYA RESORT CLUB, INC.

Brgy. Lewin, Lumban Laguna

CONTRACT TO FOLLOW ZIPLINE HEALTH AND SAFETY PROTOCOL

I, _____, (name of rider together with the parent's signature if a minor) accept full responsibility for my own health and safety as well as other riders while in the ZIPLINE area. I agree to abide by, and to help enforce, the following ZIPLINE health and safety protocol:

1. Non-riders, no face mask and no harness riders are not allowed on the vicinity of Zipline area.
2. Riders must observe physical distancing approximately 2 meters apart and followed the designated marker assigned to them.
3. Riders must use safety equipment to eliminate the possibility of a ground fall at all times.
4. Inform station marshal of any situation seen as unsafe or not in accordance with Zipline health and safety protocol.
5. All health concerns, accidents or equipment damage must be reported immediately.

HEALTH AND SAFETY CHECKS

1. Thermal Scanner – Did my temperature been checked? Is my body temperature below 36.4 °C?
2. Face Mask – Is my face mask properly worn covering my nose and mouth?
3. Alcohol Dispenser – Is my hand properly sanitized by the alcohol?
4. Pulley - is the pulley securely anchored or back up?
5. Harness - are all straps fasten and buckles together?
6. Carabineer - are all the carabiner gates closed and secure?
7. Everything Else - is my helmet on? Are my gloves on?

HEALTH AND SAFETY PROTOCOL

1. Riders is expected to observed all **health and safety protocol** below and to be respectful and aware of the actions of the riders.
2. Riding is permitted only when the ZIPLINE is open for scheduled recreational riding or instructional sessions.
3. Riders must read and fully understand all health and safety guidelines to be given by the ZIPLINE marshals.
4. Only prescribed helmet and safety harness must be worn while riding the ZIPLINE.
5. Riders must wear a face mask at all times within the premises of ZIPLINE area.
6. Riders must follow the directional marker going to the ZIPLINE area and should not pass between the bicycle gate and a marshal when moving within or around the area without the knowledge of the marshal.
7. Standby riders must make sure physical distancing approximately 2 meters apart and the ZIPLINE lanes and lines are free from any obstructions.
8. Personal possessions or any valuable items should be kept in a box properly identified and left it to the station marshal. CRC encourages riders to place it at the designated deposit vault before riding.
9. Food and beverages are not permitted in the ZIPLINE area. A designated area has been assigned for non-riders.
10. Riders must read and sign a waiver and quit claim before being permitted to ride.

Caliraya Resort Club, Inc. (CRCI) reserves the right to prohibit any individual permanently or of a period of time for breach of contract in the following the zipline safety policies, for any conduct that is viewed as unsafe or in appropriate or for any other reason.

In consideration of the use of the Zipline, I acknowledge that I have read and agree to abide by the Zipline health and safety protocol.

Riders USER'S SIGNATURE: _____ Date: _____

Printed Name of rider with parent's signature if minor (Please write legibly):

Address: _____

Contact Number: _____

RELEASE AND INDEMNIFICATION OF ALL CLAIMS FOR THE CALIRAYA RESORT CLUB, INC (CRCI) ZIPLINE

Notice: THIS IS LEGAL AND BINDING AGREEMENT. By signing this agreement, you give up your right to bring a court action to recover compensation or obtain any other remedy for any injury to yourself or your property or for your death, however caused arising out of your use of the Zipline, now or any time in the future.

ACKNOWLEDGEMENT OF RISK

I HEREBY ACKNOWLEDGE AND AGREE that the sport of Zipline and the use of the Zipline have inherent risk. I have full knowledge of the nature and extent of all the risks associated with Zipline and the use of the Zipline, including but not limited to:

1. All manner of injury resulting in falling off or from the Zipline and hitting the rock faces and projections, whether permanently or temporarily in place, and/or the ground floor;
2. Rope or cable abrasion, entanglement and other injuries resulting from activities on or near the Zipline such as, but not limited to climbing, belaying, rappelling, lowering on rope, rescue system, and any other rope techniques;
3. Injury resulting from falling rider or dropping items, such as, but not limited to, ropes, cables or Zipline hardware;
4. Cuts and abrasions resulting from skin contact with the sky bicycle or its accessories;
5. Failure of ropes, cables, slings, harnesses, Zipline hardware, anchor points, or any part of the Zipline structure;
6. Transmission of COVID-19;
7. Any other injury or damage arising out of or related to the use of the Zipline.

I further acknowledge that the above list is not inclusive of all possible risks associated with the use of the Zipline and that the above list in no way limits the extent or reach of this release and covenant not to sue.

RELEASE/INDEMNIFICATION AND COVENANT NOT TO SUE

In consideration of my use of the ZIPLINE, I, _____, the undersign user, parent or guardian of rider agree to release and on behalf of myself, my heirs, representatives, executors, administrators, and assigns, HEREBY DO RELEASE CRCI/ST. FRANCIS SQUARE DEVELOPMENT CORPORATION (SFSDC), its directors, officers, agents, and employees and their assigns from any cause of action, claim or demand of any nature whatsoever, including but not limited to, a claim of NEGLIGENCE, which I, my heirs, representatives, executors and assigns may now have, or have in the future against CRCI/SFSDC on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to my use of the Zipline whether that use is supervised or unsupervised, however the injury or damage is caused, including, but not limited to the NEGLIGENCE OF CRCI/SFSDC, its directors, officers, agents and employees and their assigns.

I, the undersign user, parent or guardian of rider further agree to INDEMNIFY AND HOLD HARMLESS CRCI/SFSDC, its directors, officers, agents, and employees and their assigns from any and all causes of action, claims, demands, losses or cost of any nature whatsoever arising out of any way related to my use of the ZIPLINE.

I hereby certify that I have full knowledge of the nature and extent of the risks involved in the use of the ZIPLINE and that I am voluntarily assuming the risks. I understand that I will be solely responsible for any loss or damage, including death, I sustain while using sky bicycle and that by this agreement I release CRCI/SFSDC of any and all liability for such loss, damage, or death.

I further certify that my weight does not exceed 200lbs. and that I am in good health and that I have no physical limitations whatsoever which would affect my safe use of the Zipline.

I further certify that I am therefore of lawful age (18years and older) and otherwise legally competent to sign this agreement for myself or on behalf of the child _____. I further understand that the terms of this agreement are legally binding and certify that I am signing this agreement, after having carefully read it, of my own free will.

IN WITNESS WHEREOF, this instrument is duly executed at CRCI this ___ day of ___, in the year _____

Customer must write, "I have read and understood the above"

Rider's Printed Name and Signature

Date

Witness' Printed Name and Signature

Date

Parents' / Guardian's Name and Signature if Rider is under 18 yrs old

Date