

CALIRAYA RESORT CLUB, INC.

Brgy. Lewin, Lumban Laguna

CONTRACT TO FOLLOW SKY BICYCLE 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 SKY BICYCLE area. I agree to abide by and to help enforce the following SKY BICYCLE health and safety protocol:

1. Non-riders, no face mask and no harness riders are not allowed on the vicinity of Sky Bicycle 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 SKY BICYCLE 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 attached to the cable or back-up?
5. Safety Harness - Are all straps fasten and buckles together?
6. Carabiner - Are all the carabiner gates closed and secure?
7. BICYCLE – Are the wheels properly seated on the cable? Is the saddle and seat post securely mounted? Are the pedals and handles securely attached?
8. Everything Else - Is my helmet on? Are my gloves on?

HEALTH AND SAFETY PROTOCOL

1. Rider is expected to observe all **health and safety protocol** below and to be respectful and aware of the action of other riders.
2. Riding is permitted only when the SKY BICYCLE is open for scheduled recreational riding or instructional session.
3. Riders must read and fully understand all health and safety guidelines to be given by the SKY BICYCLE marshals.
4. Only prescribed helmet and safety harness must be worn while riding the SKY BICYCLE.
5. Riders must wear a face mask at all times within the premises of Sky Bicycle area.
6. Riders must follow the directional marker going to the SKY BICYCLE 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 Sky Bicycle 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 SKY BICYCLE 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 following the SKY BICYCLE health and safety protocol, for any conduct that is viewed as unsafe or in appropriate or for any other reason.

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

Riders' Name with Signature: _____ Date: _____
MM/DD/YYYY

Parent's Name and Signature if Rider is a Minor (Please write legibly):

Address: _____

Contact Number: _____

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

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, your property or for your death, however caused arising out of your use of the SKY BICYCLE, now or any time in the future.

ACKNOWLEDGEMENT OF RISK

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

1. All manner of injury resulting in falling off or from the Sky Bicycle 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 Sky Bicycle 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 Sky Bicycle hardware;
4. Cuts and abrasions resulting from skin contact with the Sky Bicycle or its accessories;
5. Failure of ropes, cables, slings, harnesses, Sky Bicycle hardware, anchor points, or any part of the Sky Bicycle structure;
6. Transmission of COVID-19;
7. Any other injury or damage arising out of or related to the use of the Sky Bicycle.

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

RELEASE/INDEMNIFICATION AND COVENENT NOT TO SUE

In consideration of my use of the SKY BICYCLE, 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 Sky Bicycle 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 SKY BICYCLE.

I hereby certify that I have full knowledge of the nature and extent of the risks involved in the use of the SKY BICYCLE 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 ant that I have no physical limitations whatsoever which would affect my safe use of the Sky Bicycle.

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