

Contact Guest Name:	# of Guests (actual):	_Trail Visit Date and Time:
Park Ranger in Charge:	_Park Ranger Signature:	Waiver No

## DISCOVERY TRAIL RULES AND REGULATIONS

Welcome to the Masungi Georeserve discovery trail! The 3-4 hour trail is designed to bring guests closer to the karst terrain and nature sanctuary. In line with this, please bear in thought that the area is first and foremost a conservation project. As such, all individuals, including guests, are expected to move inside responsibly and conscientiously. Safety and security are also equally important. To help you with these, kindly review the following rules and regulations:

### Visit Prerequisites:

- APPROVED REQUESTS FOR VISIT. The trail and its operations are designed for end-use, private groups only. I certify that
  my visit was requested for & arranged ahead of time directly with the georeserve by myself and my colleagues. My visit is not
  commercially organised and bought through an unaccredited agency, organiser, or van rental group. I understand that noncompliance, misrepresentation and fraud, merits automatic forfeiture of my visit at any point in time or the visit. No refunds
  to my deposits shall be made by Masungi Georeserve.
- 2. AIDS AND COMPANIONS. I understand that guests are responsible and accountable for the group's help, aides, and companions. Park rules inside the georeserve, as outlined on this page, are expected to be respected throughout, including the parking space and the road fronting the fence and gate.
- 3. AGE. I am thirteen (13) years of age which is the minimum age to enter the trail area and use the rope courses.
- 4. CLOTHING. I will come in comfortable clothing & closed, non-slip athletic footwear appropriate for trail hikes.
- 5. FOOD. I will ensure that I have eaten a sufficient meal prior to the trail. Meals are not allowed to be brought inside, and light snacks prepared are only served near the end of the trail, prior to the final ascent. I will bring a jug, preferably able to fit a liter, for use through the trail. These may be refilled at Silungan which is the starting station.
- 6. HEALTH. I am in good health condition to participate (should you be pregnant, recovering from surgery, have heart, back/ neck/joint problems, or an existing condition that may get aggravated, kindly inform us).
- 7. ROUTE & DIRECTIONS. The most reliable route from Metro Manila is through Marcos Highway passing through Masinag and Boso-boso. The Georeserve is located at Kilometer 47, right after Foremost Farms, Palo Alto, and Garden Cottages.
- 8. LOCATION & ENTRANCE SIGNAGE. There is no grand marker for the georeserve. The entrance is only a signage with its logo. For convenience, more comprehensive instructions are included in the confirmation e-mail.
- 9. RESTROOMS. The restrooms are located in the Silungan area where the orientations are held. From the parking lot, this is a 5-10 minute walk depending on the pace and stamina of the walk. There are no shower rooms in the area.
- 10. WEATHER AND UNEXPECTED OCCURRENCES. I understand that trails visits are a rain or shine activity. However, I understand that cancellations due to severe weather conditions and other concerns may be made by Masungi Georeserve to ensure safety. Similarly, trail paths may be diverted for critical concerns which may lead to inability to visit certain stops.

While inside the Georeserve:

- 1. I understand that my party and I must be accompanied by a park ranger at all times inside the trail area.
- 2. I will not litter inside the georeserve. I understand that all items brought inside small or large, biodegradable or nonbiodegradable, must also be brought home.
- 3. I will honor the georeserve's no-smoking policy. I understand that cigarettes, cigars, and alternatives for these are prohibited within the whole area including the parking lot and the roadside/road fronting the fence/gate.
- 4. I will not create noise of any sort and will be conscientious in my movement inside. I understand that these can strain the area's wildlife and disrupt other guests.
- 5. I will not feed or touch the animals should we be fortunate to encounter wildlife . This may include monitor lizards, snakes, civet cats, cloud rats, and monkeys, among others. Likewise, I understand that picking up of flowers, rocks, and other specimens are prohibited. All of these are here for everyone to appreciate.
- 6. I will stay on the trail and not walk beyond the designated steps and areas. I understand that this may harm myself and the flora, as well as affect the trail's cleanliness and safety if not complied with.
- 7. I will wear wear the provided head-protection throughout the discovery trail. I understand that rocks inside may inherently have sharp edges, and the trail may be slippery especially when wet.
- 8. I will ensure that all loose objects such as cameras, sunglasses, etc. are secured and will not fall off. I understand that management will not be liable for the retrieval of dropped items.
- 9. I understand that only <u>fifteen (15) participants</u> at a time are allowed on any of the rope courses; and <u>five (5) people</u> at a time on the initial climbing net called Lambat. Running, jumping, and horseplay along the rope courses are not allowed. I further understand that certain stops (Duyan and Sapot) have designated time limitations to honor.
- 10. I will omit personal tipping. This ensures non-interference of visits to priority conservation work, and encourages consistency in experience among guest visits. Should I feel an absolute, unavoidable need to tip, I will request for the shared bucket which ensures equitable distribution among all staff doing protection, maintenance and guiding.

\*\*\* Management reserves the right to deny access to the trail, impose penalties, and seek legal remedies for failure of compliance to the information stated herein. \*\*\*

\*\*\* A penalty of PHP 3,000.00 automatically applies for the first non-compliance to littering, smoking, and picking/collection of animals, plants, and rocks policies.\*\*\*

# RELEASE OF LIABILITY AND ASSUMPTION OF RISK

Proceeding indicates that you understand the risks associated with this trail and that by your participation, you are exposing yourself to risks including, but not limited to, those identified for your reference below:

- 1. Rock terrain, which has dangers, obstacles and hazards including:
  - a. Falls on, from, or onto steep, slippery, and/or uneven terrain resulting into contact with rocks, trees, obstructions, structures, and other participants;
  - b. Falling rocks, rock tool chips produced during rock splitting; and
  - c. Exposure to sinkholes, and locations of heights
- 2. Exposure to extreme weather conditions such as rain, and the effects of heat and strong sunlight
- 3. Exposure to floral and faunal wildlife
- 4. Exposure to rope courses which has dangers and obstacles, inherent in its nature, and involves exposure to heights

I, the above named person, being 18 years old or older, or the legal parent/guardian of the above named person who is under age 18, in consideration of participating in the Masungi Georeserve Trail, hereby acknowledge and agree as follows:

- 1. In consideration for receiving permission for use of the Masungi Georeserve Trail (herein referred to as the "ACTIVITY"), which is sponsored by the Masungi Georeserve (herein referred to as "SPONSOR"), I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS for any and all purposes the SPONSOR, the their respective officers, servants, agents, volunteers, contractors, affiliates or employees (herein collectively referred to as "RELEASEES") from and against any and all liabilities, responsibilities, claims, demands, causes of action or injury, including death, that may be sustained by me or others, in any way arising out of or as a result of my participation in such ACTIVITY, or while on the premises owned or leased by RELEASEES or wherever else the Masungi Georeserve, shall deliver the program, including without limitation those acts or omissions which are negligent. Nothing in this form shall be deemed to affect the rights, privileges and immunities afforded the Masungi Georeserve. I acknowledge the ACTIVITY may be physically strenuous. I know of no medical reason why I should not participate.
- 2. I am fully aware that there are inherent risks involved with ACTIVITY, including but not limited to possible physical injury ranging from a. minor (i.e. scratches, bruises, sprains, animal bites) b. major (i.e. joint or back injuries, concussions, heart attacks) and catastrophic (i.e. paralysis, loss of life) and I choose to voluntarily participate in said ACTIVITY with full knowledge that said ACTIVITY may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me as a result of participating in said ACTIVITY, whether supervised or unsupervised. I further agree to indemnify and hold harmless the RELEASEES for any loss, liability, judgment, settlement, damage or costs, including court costs and attorney's fees for both the trial and appellate levels that may occur as a result of my participation in said ACTIVITY.
- 3. The ACTIVITY may include, but is not limited to, cooperative warm-ups, hiking, climbing and other rigorous physical activity. The Masungi Georeserve Trail is designed to be safe, with each activity being explained by staff and safety systems being used whenever and wherever appropriate. However, there are risks to the ACTIVITY. The risks include, but are not limited to, loss or damage to personal property, injury or fatality due to inclement weather, slipping, falling, insect or animal bites, falling objects, or suffering any type of accident or illness on the activity site or while traveling to the activity site. I HAVE A PERSONAL DUTY AND RESPONSIBILITY TO LEARN AND FOLLOW THE SAFETY STANDARDS, GUIDELINES, AND PROCEDURES ESTABLISHED BY MY FACILITATORS AND WILL MAKE THEM AWARE AT ANY POINT DURING THE ACTIVITY IN WHICH I QUESTION MY KNOWLEDGE OF THE STANDARDS, GUIDELINES AND PROCEDURES. I will have choices regarding my participation in the ACTIVITY and I will not be required to participate against my wishes. The trail will have sections with heights up to 15 meters and with rocks underneath them. I understand that I will be encouraged to participate as part of the group, and I also understand that I can withdraw from any activity at any time without penalty or repercussions of any nature.
- 4. I understand that RELEASEES do not maintain any insurance policy covering any circumstance arising from my participation in this ACTIVITY or any event related to that participation. As such, I am aware that I should review my personal insurance coverage.
- 5. I hereby certify that I am at least 18 years of age and am legally competent to sign this release form. If I am under the age of 18, I have had a legal parent/guardian sign this agreement, along with myself. It is my express intent that this release shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representatives, if I am deceased, and shall be governed by the laws of the Republic of the Philippines. I understand that this is the entire agreement between myself (or my legal parent/guardian) and the Masungi Georeserve, and that it cannot be modified or changed in any way by the representations or statements of any employee or agent of the Masungi Georeserve, or by me (or my legal parent/guardian).
- 6. I hereby give permission for the name, likeness and biographical material of the participant listed below to be used solely for the purposes of the Masungi Georeserve-related promotional material and publications, and I waive any rights of compensation, review or ownership thereto.
- 7. I further agree that this waiver is intended to be as broad and inclusive as permitted by the Republic of the Philippines and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
- 8. I hereby represent that I have read this agreement in its entirety and understand all of the terms and conditions it contains and understand that I am giving up substantial rights by signing it, including my right to sue, and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements apart from this agreement have been made. I execute this document for full, adequate and complete consideration fully intending to be bound by the same, now and in the future.
- 9.

## MEDICAL HISTORY EVALUATION

\*This medical form is intended to help the guests and their doctors evaluate the guest's capacity to proceed with the trail.\*

### I. <u>General Information</u>

Address:	
Date of Birth:	Weight:Weight:
Company/Organization:	Contact Number:

### II. <u>Emergency Contact Information</u>

Last Name, First Name: \_

\_ Relation: \_

Personal Phone: \_

\_\_\_ Work Phone: \_\_

III.	Medical 1	History
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A. General: Is there any reason why you should not fully participate (include pregnancy and how many months)? Yes / No

E. Medication: Are you currently taking any medications?	Yes	_No

F. Heat Conditions: Check and date any of the following heat conditions you have experienced in the last 5 years.

Dehydration	Date (inc. year)	Hospitalized?	YesNo
Heat Exhaustion	Date (inc. year)	Hospitalized?	Yes No
Blacked Out	Date (inc. year)	Hospitalized?	Yes No

I am aware of my past and present health and fitness condition when engaging in strenuous activity. I will participate in activities to the level I deem appropriate for myself based on my health. I know of no medical reason why I should not participate in the trail; however, should an accident or emergency occur that renders me unable to communicate, I hereby give permission to the physician selected by present staff members to hospitalize and/or secure proper treatment for me. I understand that the trail involves physical activity for a duration of 3-5 hours, and I assume all responsibility, risk and liability pertaining to my physical condition.

### **INVENTORY RELEASE**

I agree to accept liability for the equipment supplied for the discovery trail, including but not limited to, helmets, and the contents of trail kit. I understand that the usage period is only during the discovery trail proper. I further understand that it is my responsibility to pick up the inventory, and to return it to the same location at the end of my usage period unless otherwise agreed by myself and the Masungi Georeserve Management. I understand that should the inventory get lost, destroyed, or incur damages that exceed normal wear and tear while the lent inventory is in my possession, I will be held fully responsible and liable for the full amount of the repairs/replacement of the equipment.

# of Trail Bags Lent: \_\_\_\_

# of Water Bottles Provided for Guests:

IV. Signatures

Participant Name and Signature (Legal Guardian if under 18 yo)

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