

# Höppy Juanderer

PROJECY SURSUROY, SURSUROY I, SURSUROY II, CROSSOVER, CANYONING  
PANGLAO ISLAND HOPPING, APO ISLAND

## WAIVER AND LIABILITY RELEASE FORM

PLEASE READ CAREFULLY BEFORE SIGNING

Name: \_\_\_\_\_ Birthdate: \_\_\_\_\_

Address: \_\_\_\_\_ Contact No. : \_\_\_\_\_

Emergency Contact Person: \_\_\_\_\_

Emergency Contact Number: \_\_\_\_\_

Destination / Package: \_\_\_\_\_

----- PLEASE READ CAREFULLY BEFORE SIGNING -----

In consideration of **HAPPY JUANDERER TRAVEL INC**, their successors and/or assigns furnishing services and/or equipment to enable me to participate in the package written above, and any or all other related and/or secondary activities, I agree as follows:

I, \_\_\_\_\_ do hereby confirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with project sursuroy such as swimming, mountaineering, rock climbing and canyoneering activities, transportation of equipment related to the activities, and traveling to and from activity sites in which I am about to engage. Inherent hazards and risks include but are not limited to:

- All manner of injury resulting from swimming, hiking to or through canyons, falling off of any trails, any injuries incurred as a result of any rock fall or dropped items, animal bites, bee stings, or allergic reactions of any kind, bacterial infections, or any impact-related injuries that could be sustained in a fall of any kind from any height.
- Rope abrasion, entanglement and other injuries resulting from activities on or near the ropes during rappelling, including having your skin or hair sucked into the rap or belay device during descent, or any injuries or discomfort sustained during any potential staff assistance or rescue maneuvers.
- Injuries resulting from falling climbers or dropped items, such as, but not limited to, ropes, canyoneering hardware, rocks, gravel, etc.
- Cuts and abrasions resulting from skin contact with the trail, cliff, or any plant-life or cacti, and difficulties relating to heat exhaustion or hypothermia, dehydration or food poisoning.
- Failure of ropes, slings, bolts, chains, canyoneering hardware, anchor points, or any part of activity setup, whether due to pre-existing faults in the natural structure or faulty setup by HJTI staff, as well as any complications of any kind from first aid or any medical response by HJTI staff

**I do hereby confirm that I am physically and mentally fit to participate in this travel adventure. I understand that it is important to inform the trip leaders of any medical condition before departure so that arrangements can be made as necessary.**

- Trip leaders have the right to disqualify anyone at any time during the trip if they feel the trip member is mentally or physically incapable to continue and/or if a trip member's continued participation jeopardizes the group's or his/her own safety. *Under these circumstances refunds are not given.*
- HAPPY JUANDERER TRAVEL INC. is not a medical facility and therefore has no responsibility regarding medical advice, medications or inoculations that you or your doctor deem necessary for your safe participation.

- Hospital facilities for serious problems are often unavailable, and evacuation can be prolonged, difficult and expensive. HAPPY JUANDERER TRAVEL INC assumes no liability regarding provision of medical care. By signing the Liability Release and Assumption of Risk Agreement, you agree to pay for emergency evacuation and emergency medical care.

**I am aware that HAPPY JUANDERER TRAVEL INC may contract with independent contractors to provide transportation, guide services and/or all other related travel services. HJTI assume no responsibility, however caused, for injury, loss or damage to person or property in connection with any service provided by an independent contractor or resulting directly from the following: - acts of God - detention - annoyance - terrorism - thefts - pilferage - force majeure - civil disturbances - government restrictions or regulations - strikes - delays and expenses arising from quarantine - failure of any means of conveyance to arrive or depart as scheduled - discrepancies or change in transit or hotel services over which HAPPY JUANDERER TRAVEL INC. have no control.**

**I further acknowledge that the above list is not inclusive of all possible risk associated with the use of HJTI's services and that the above list in no way limits the extent or each waiver and covenant not to sue, I choose to use HJTI's services and equipment, and agree as follows:**

To waive and release any and all claims that I have or may have in the future against HAPPY JUANDERER TRAVEL INC, including their owners, operators, employees, agents, and representatives, as well as the independent contractors, designers, manufacturers or installer of the climbing wall or equipment.

In consideration of my use of HAPPY JUANDERER TRAVEL INC, I, the undersigned user, agree to INDEMNIFY AND HOLD HARMLESS HJTI, its officers, agents, owners and employees from any and all cause of action, claims, demands, losses or costs of any nature whatsoever arising out of or in anyway relating to my use of HJTI services, whether asserted by the HJTI or any third parties who may be injured on account of or in any way relating to HJTI.

This agreement shall be effective and binding upon my heirs, next of kin, executors, and administrators and assigns, in event of my death.

By signing this agreement, I waive my right to bring a court action to recover compensation or obtain any other remedy for any injury to myself or my property or for my death, however caused, arising out of my use of the facilities and services of HAPPY JUANDERER TRAVEL INC, now or any time in the future whether caused by the operator negligence or that of its officers, agents or employees.

I agree to pay for any and all legal fees accumulated by HAPPY JUANDERER TRAVEL INC., Incurred by any claims made by me or on my behalf.

**I certify that I am of lawful age (18 years or older) and otherwise legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding and I certify that I am signing this agreement, after having carefully reading it, of my own free will.**

S/ \_\_\_\_\_  
Signature of Adult Participant

\_\_\_\_\_  
Name of Adult Participant (Please Print)

Date:

**----- PLEASE READ CAREFULLY BEFORE SIGNING -----**

In consideration of *HAPPY JUANDERER TRAVEL INC*, their successors and/or assigns furnishing services and/or equipment to enable me to participate in the package written above, and any or all other related and/or secondary activities, I agree as follows:

I, \_\_\_\_\_ do hereby confirm and acknowledge that I have been fully informed of an approaching weather disturbance that might affect our confirmed \_\_\_\_\_ trip.

I do hereby confirm that we were completely informed of our options for rescheduling.

**RESCHEDULE  
TOUR DATE**

- If group decides to reschedule more than twelve (12) hours before their travel date, RESCHEDULING IS FREE OF CHARGE.
- If group decides to reschedule less than twelve (12) hours before their travel date, RESCHEDULING IS SUBJECT TO APPLICABLE FEES
- Rescheduling is valid up to six (6) months from original dates of travel

**PROCEED WITH  
THE TOUR**

- If group decides to proceed as scheduled (DESPITE INDICATION OF BAD WEATHER), Happy Juanderer Travel Inc. shall not be held responsible or liable to issue refund / any form of compensation for failure to execute the above arrangements due to bad weather
- Should guests decide to proceed, a signed weather precaution protocol waiver is mandatory.

I am aware that *HAPPY JUANDERER TRAVEL INC* may contract with independent contractors to provide transportation, guide services and/or all other related travel services. *HJTI* assume no responsibility, however caused, for injury, loss or damage to person or property in connection with any service provided by an independent contractor or resulting directly from bad weather over which *HAPPY JUANDERER TRAVEL INC.* have no control.

I hereby confirm that we, as a group, agreed to proceed with the schedule despite early weather disturbance advisory.

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

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**SIGNATURE OVER PRINTED NAME**

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**DATE**