

# PARTICIPANT CHECK-IN & LEGAL WAIVER AGREEMENT

(MANDATORY – MUST BE COMPLETED AND SIGNED BY PARTICIPANT)

Signing this agreement is mandatory. Failure or refusal to sign this agreement shall result in denial of participation without liability on the Company.

## Participant Information

Full Name : .....

Nationality : ..... Passport Number : .....

Date of Birth : ..... Gender :  Male  Female

Email Address : .....

## Emergency Contact

Contact Name : .....

Phone : ..... Relationship : .....

## Personal Insurance Details (If Any)

Company Name : .....

Policy Number : ..... Phone : .....

Emergency Helicopter Evacuation Coverage :  Yes  No  Not Sure

## Medical Fitness Declaration

I hereby declare and warrant that:

1. I am physically and mentally fit to participate in high-risk mountain trekking activities exceeding 2,000 meters above sea level.
2. I do not suffer from any medical condition that may endanger myself or others, including but not limited to heart disease, epilepsy, severe asthma, hypertension, respiratory disorder, severe anxiety disorder, or recent surgery.
3. I am not under the influence of alcohol, narcotics, or medication that impairs judgment.
4. All information provided by me is true and complete.
5. I understand that failure to disclose medical conditions may void insurance coverage.

Medical Questionnaire:

Heart complaint	<input type="checkbox"/> Yes <input type="checkbox"/> No	Hypertension	<input type="checkbox"/> Yes <input type="checkbox"/> No
Asthma	<input type="checkbox"/> Yes <input type="checkbox"/> No	Diabetes	<input type="checkbox"/> Yes <input type="checkbox"/> No
Fainting/Blackout	<input type="checkbox"/> Yes <input type="checkbox"/> No	Shortness of Breath	<input type="checkbox"/> Yes <input type="checkbox"/> No
Chest Pain	<input type="checkbox"/> Yes <input type="checkbox"/> No	Pregnant	<input type="checkbox"/> Yes <input type="checkbox"/> No

## Assumption Of Risk

I acknowledge and fully understand that trekking on Mount Rinjani involves inherent, foreseeable, and unforeseeable risks including but not limited to:

- |  |                                     |                                 |
|--|-------------------------------------|---------------------------------|
| - Volcanic terrain and unstable ground | - Falling rocks                     | - Extreme weather               |
| - Altitude sickness                    | - Slips, falls, and physical injury | - Wildlife encounters           |
| - Delayed evacuation                   | - Limited medical facilities        | - Death or permanent disability |

I voluntarily assume all risks associated with participation, whether caused by nature, terrain, other participants, staff, or unforeseen circumstances.

I understand that mountain trekking is classified as a **HIGH-RISK ACTIVITY**.

## Mandatory Insurance & Exclusive Remedy

1. I acknowledge that trekking insurance is mandatory.
2. I understand that all accidents, injuries, illness, evacuation, disability, or death shall be processed exclusively through insurance claims.
3. Any claim related to accident or injury shall primarily be processed through applicable insurance coverage.
4. Rinjani Trekking Center shall assist in documentation and coordination but shall not provide compensation beyond insurance coverage.
5. Any cost not covered by insurance shall be my sole responsibility.



## Waiver, Release & Limitation Of Liability

To the maximum extent permitted by law, I hereby:

1. Release and discharge Rinjani Trekking Center, its owners, directors, employees, guides, porters, contractors, and agents from any and all liability arising from participation in trekking activities.
2. Waive any claim for damages, loss, injury, disability, or death except in cases of proven gross negligence under Indonesian law.
3. Agree that total liability of the Company shall not exceed the total amount paid for the trekking package.
4. Agree that the Company shall not be liable for indirect, incidental, consequential, or punitive damages.

## Indemnification

I agree to indemnify and hold harmless Rinjani Trekking Center from any claims, demands, lawsuits, damages, or legal expenses arising from:

- My negligence - My violation of instructions
- My unlawful conduct - Claims brought by third parties due to my actions

## Criminal Acts

I understand that any criminal act committed by staff outside the scope of their official duties shall be considered personal conduct and subject to Indonesian criminal law. Such acts shall not automatically create civil liability for the Company.

## Emergency & Evacuation Consent

I authorize the Company to arrange emergency evacuation if deemed necessary. I understand that:

- Evacuation may be delayed - Helicopter evacuation depends on weather and authority approval
- Costs may exceed insurance coverage

## Loss & Damage Responsibility

I accept responsibility for loss or damage to rented equipment due to negligence or willful misconduct.

Gear	Charged	Remark
Head Lamp	USD 15	Burned & Cracked damage, loss
Trekking pole per pcs	USD 20	Loss Only
Shoes	USD 40	Burned & Loss Only
Jacket	USD 25	Burned & Loss Only
Glove	USD 15	Burned & Loss Only

## Cancellation Acknowledgment

I acknowledge that once I check in at the Company office, payments made are non-refundable if I voluntarily cancel or terminate the trek. No refund shall be granted for:

- Early return
- Personal decision
- Non-compliance with safety rules

## Data Consent

I consent to the collection, storage, and processing of my personal data for:

- Insurance processing
- National Park permit registration
- Emergency coordination

Legal compliance Data shall be handled in accordance with Indonesian law.

## Governing Law & Jurisdiction

This Agreement shall be governed by the laws of the Republic of Indonesia.

Any dispute arising from participation shall be subject exclusively to the jurisdiction of the courts located in the Province of Nusa Tenggara Barat (NTB), Indonesia.

## Final Declaration

I confirm that:

- I have read this entire document
- I understand its legal consequences
- I sign voluntarily without coercion
- I agree to be legally bound

Full Name (Block Letters) : .....

Signature : ..... Date : ...../...../.....

Parent/Guardian Signature (if under 18) : .....



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