

Izu Panorama Park Rules and Regulations

Article 1: Purpose

1. The purpose of the Izu Panorama Park Rules and Regulations (“Rules and Regulations”) is to ensure the safety of guests and to maintain and improve resort facilities of the Izu Panorama Park (“Resort”) operated by the Dainichi Co., Ltd. (“Dainichi” or “we”). Matters not specified in these Rules and Regulations and events that take place outside the areas managed by the Resort are handled in accordance with relevant laws and regulations. Matters not specified in these relevant laws and regulations and matters not specified in the relevant laws and regulations as well as those specified in these relevant laws and regulations are handled in accordance with judgments based on social norms.

Article 2: Notice

1. At the Resort, we do our best to protect the safety of our guests, but you must understand and be aware of the hazards inherent to resorts as stated in each of the following terms and take your own caution to avoid them.
 - (1) Hazards associated with weather conditions, such as rain, thunder, dense fog, etc.
 - (2) Hazards associated with terrains such as cliffs, steep slopes, ditches, and streams.
 - (3) Hazards associated with playground equipment, attractions, etc.
 - (4) Hazards associated with falling rock, fallen tree, etc.
 - (5) Dangerous creatures such as bears, boars, wild birds, snakes, bees, horseflies, ticks, ants, centipedes, etc.
 - (6) Hazards associated with tumbling and falling.
 - (7) Hazards caused by fatigue, drinking, taking drugs and poor physical condition.
 - (8) Other hazards similar to those listed above.
2. Ropes, nets, and other similar items installed within the Resort just show where hazards are and do not guarantee your safety.
3. If you do not follow Articles 3 and 4 below, we retain the right to refuse you as a guest at the Resort. Even if you have already paid for lifts and other services, if you have conducted an act or are found to be likely to conduct an act in violation of Article 3 or Article 4, we may ask you to discontinue using the Resort, return your tickets including lift tickets and facility use tickets and leave the Resort without reimbursing you for these fees.
4. We do provide warnings and other signs to mark off-limits areas and areas not managed by us, but those are minimum warnings required by laws and regulation, and it is your responsibility to check courses and other facility maps to stay away from these areas.

Article 3: Prohibited Actions

1. Dainichi prohibits the following actions at the Resort.
 - (1) Entering any closed course or off-limits area
 - (2) Picking and trampling plants, or collecting earth and sand, or digging the land.
 - (3) Bringing guns and swords, explosive or combustible substances, malodorous substances, items generating an extremely loud noise, or substances that pose a risk of danger to people, land, structures, equipment, or the environment in and around the Resort, substances prohibited by law, and substances prohibited in our judgment.
 - (4) Intentionally causing damage or destroying the Resort property, including its facilities, ropes, nets, notices, and signs, or transferring or removing them without our approval.
 - (5) Intentionally interrupting operation of the facilities, lifts, and ropeways.

- (6) Selling anything without permission.
 - (7) Camping out, including putting up tents.
 - (8) Using fire in the Resort (smoking in the Resort is subject to the rules set forth in Paragraph 2).
 - (9) Using radio-controlled cars, radio-controlled helicopters, drones, etc. without our approval.
 - (10) Taking photographs in prohibited areas or taking photographs that may cause annoyance to other guests.
 - (11) Endangering the safety of other guests or yourself.
 - (12) Dumping garbage.
 - (13) Engaging in behavior that may disturb other guests.
 - (14) Making violent demands or requests beyond a reasonable scope of us or our employees.
 - (15) Engaging in any other act prohibited by laws and regulations.
2. Smoking (including smoking of electronic cigarettes and smoking of heated tobacco) is permitted only in areas specified by Dainichi. You must watch out for fire when smoking. You must completely extinguish cigarette butts and matches at all times and put them into ashtrays.

Article 4: Rules of Conduct for Guests

1. At the Resort, we ask you to observe the following Rules of Conduct.
 - (1) Do not injure other people or endanger their safety.
 - (2) Use the facilities and play equipment according to the terrain, weather, your abilities and physical conditions and the degree of congestion so that you can stop immediately to avoid any hazard.
 - (3) Observe notices and signs posted and announcements broadcast within the Resort and follow instructions of the Resort's patrols and staff.
 - (4) If you see an accident, disaster, etc., report it and cooperate in rescue activities. Provide your name, address, and phone number regardless of whether you are involved in the accident or a witness. We will use this information or provide it to the relevant authorities and medical and other institutions to the extent necessary to respond to the accident.
 - (5) At the Resort, you are not permitted to bring and use any equipment not approved by us.

Article 5: Guest Responsibility

1. Dainichi does not accept responsibility for any accident caused by your violation of the notices under Paragraph 1 of Article 2, the prohibited actions under Article 3, or the Rules of Conduct under Article 4. If the violation causes damage to us or if we are required to pay damage compensation because of the violation, we will demand that the guest who caused the accident to compensate us for the damage or repay the damage compensation we have paid, and the guest must comply with that demand.
2. When a violation of these Rules and Regulations, etc. occurs and rescue in an area not managed by the Resort is requested by you (or your acquaintance), we will conduct rescue activities on our own or jointly with the relevant authorities and, upon completion, will charge you all expenses associated with your rescue. These include expenses for the people involved in your search and rescue, expenses for using snow equipment and lights and for operating lifts and ropeways, and other expenses. You or any acquaintance who has been rescued must pay these expenses.
3. Dainichi does not accept responsibility for any theft, etc. occurring in the facilities or parking lot in the Resort, except in cases where the guest stores his or her belongings in the pay storage locked with a key operated by Dainichi. If a guest loses or damages the key for such pay storage, the guest will be required to pay 2000 yen as a replacement fee.

4. Dainichi does not accept responsibility for any trouble caused by the publication of any image or video of a person who appears in a photograph or filming without giving their consent.
5. You must use lifts and ropeways in accordance with our Lift and Ropeway Rules and Regulations.
6. You must use equipment in accordance with our Play Facilities Use Regulations.

Article 6: Matters beyond Our Control

1. Dainichi may suspend all or part of the operation of the Resort and its facilities including lifts when there is a matter beyond its control such as a natural disaster or the spread of an infectious disease, or a situation which ensuring the safety of the guests of the Resort is impossible, or there is a request for cooperation, administrative guidance or directive or an administrative disposition from any competent public agency.
2. Dainichi will not return use fees, etc. even when the operation of the facilities and ropeways is suspended for securing of the safety of the guests due to wind, rain, snow, or fog, etc.

Article 7: Actions for Prevention of Infectious Disease

1. A guest who is recognized as obviously having contracted any infectious disease is prohibited from using the Resort.
2. Dainichi may request the guests of the Resort to cooperate with Dainichi for the prevention of the infection by measuring their temperature and disinfecting their hands and fingers before entering the Resort, and require wearing masks, and keeping a certain distance among themselves in the Resort when entering and using the Resort, and taking other necessary actions for the prevention of the infection, depending on the circumstances of the spread of such infectious disease.
3. We may refuse the use of the Resort by any guest who does not cooperate for the actions implemented by Dainichi for the prevention of the infection in the Resort as set forth in the preceding paragraph. If the guest has already started using the Resort, Dainichi may request the guest to discontinue using the Resort, return the lift ticket and the resort use ticket, and leave the Resort. In such a case, Dainichi will not return the resort use ticket fee, etc.

Article 8: Other

1. Pursuant to the Act on Prevention of Unjust Acts by Organized Crime Group Members (effective as of March 1, 1992) of Japan, specific organized crime groups, anti-social forces, other organized crime groups and extremist groups as well as their members are not allowed at the Resort. The same applies when any of the Resort guests is a corporation or an organization whose business operation is controlled by an organized crime group or a member of an organized crime group, or a corporation which includes an officer who falls under a member of an organized crime group.
2. If it is found that a guest of the Resort falls under the person specified in the preceding paragraph, Dainichi will refuse the use of the facilities of the Resort by the said guest and request the guest to immediately leave the Resort. If the guest does not comply with our request and instructions, Dainichi will notify the police and related agencies accordingly.

Article 9: Revision of these Rules and Regulations

1. Dainichi may revise these Rules and Regulations at its own discretion when:
 - (1) the revision is in the general interest of the Resort guests, and
 - (2) the revision is not contrary to the intent of the contract consigning the resort operation to us and is rational in its necessity and adequacy as well as considering conditions requiring or related to the revision.

2. In revising these Rules and Regulations as just described, we will notify the revision, its details and effective date on our website at least one month prior to that effective date.
3. Guests of the Resort using our facilities after the said effective date of the revision of these Rules and Regulations based on this Article are deemed to have agreed with the revised Rules and Regulations.

Supplementary Provision:

Formulated and enforced on December 1, 2021