

FRESNO SKI CLUB TRIP AND INSURANCE POLICIES

In taking a trip with the Fresno Ski Club, you agree to abide by these policies.

- 1. Reservations:** Club membership is required for participation on all Club trips. A deposit by the published deadline is required to reserve a space on a Club trip.
- 2. Package Features:** Purchase price includes all published features. Participants requiring a limited package must make arrangements with the trip chair. It remains the discretion of the trip chair, with the advisement of the Club Board of Directors, to accommodate such requests that compliment the trip and not for personal preferences or convenience of the participant.
- 3. Payments:** Payments are to be made in accordance with the published deadlines to maintain a space on the trip.
- 4. Cancellations and Refunds:** Participants needing to cancel their reservation should immediately notify the trip chair. Cancellation before the deposit due date is subject to full refund, less a \$25 cancellation fee. Cancellation after the deposit due date, but before the balance due deadline, is subject to 10% of the total trip costs and any other vendor penalties. Cancellation after the balance due date is subject to no refund, unless a full replacement can be found. A partial refund may be made upon any cost recovery from the vendor(s), less 10% of the total trip cost as a cancellation fee. Refunds for unused features of a trip are subject to vendor contract limitations. A canceling trip participant must first check with the trip chair to see if a replacement is available from the waiting list. If there is no waiting list, and the canceling participant secures a replacement, the replacement should be referred to the trip chair for verification of membership. The replacement will pay for the trip through the trip chair, and the canceling participant will be refunded the amount received less any applicable vendor transfer fees and the 10% Club cancellation fee.
- 5. Wait Lists:** The trip chair will maintain a wait list of potential participants from which to draw, in order of sign-up and payment, to replace canceling participants and fill additional reservations. At the time of notification of reservation availability, the wait-listed participant check will be cashed or credit card will be charged.
- 6. Participant Conduct:** Trip participants are expected to conduct themselves in a manner that is respectful of the Club, as well as abide by all laws of the jurisdiction in which the Club is staying. No minor (under the age of 18) will be allowed as a trip participant unless accompanied by a legal guardian, or an appointed adult participant with the written approval of the minor's legal guardian.
- 7. Authority:** The Fresno Ski Club is responsible for and reserves the authority for arranging and providing all trip features and services; provided, however that the Club is not responsible for any personal injury or property damage caused by any carrier, lodge, or other vendor in connection with the trip. Each participant is individually responsible for any expense incurred by the participant during the trip due to unforeseen and uncontrollable events, such as transportation delays and layovers due to weather or other problems, personal injuries and illnesses, or other delays and interferences not in control of the Club.
- 8. Trip Insurance:** Trip insurance has been included in the trip cost. If you choose to not purchase the trip insurance, you must notify the trip chair in writing. A separate check for trip insurance may be required with the trip deposit. Any questions with regard to insurance coverage should be directed to the insurance company.

I understand that if I choose to waive the trip insurance included, I am not covered by any trip insurance __ (Initial) and I will notify the trip chair in writing __ (Initial). I understand that the Fresno Ski Club will not be held responsible for any representations made by the trip chair or any other Club member regarding what is covered by the trip insurance. __ (Initial)

BY SIGNING BELOW I ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE TO THE TRIP AND INSURANCE POLICIES LISTED ABOVE.

Signature

Date

SPORT PARTICIPANT RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Please read and be certain you understand the implications of signing.

Express Assumption of Risk Associated with Sport, Venue Use and Related Activities.

I, _____ do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with **FRESNO SKI CLUB** 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:

1. Risk of injury from the activity and equipment utilized is significant including the potential for broken bones, severe injuries to the head, neck, and back or other bodily injuries that may result in permanent disability and death.
2. Possible equipment failure and/or malfunction or misuse of my own or others' equipment.
3. I AGREE THAT I SHOULD WEAR APPROVED PROTECTIVE GEAR AS DECREED BY THE GOVERNING BODY OF THE SPORT I AM PARTICIPATING IN. However, protective gear can not guarantee the participant's safety. I further agree that no helmet can protect the wearer against all potential head injuries or prevent injury to the wearer's face, neck or spinal cord.
4. Variation and/or steepness of terrain, variation or changes in surfaces including but not limited to snow surfaces, ice, bare spots, rocks, stumps, debris, cliffs, trees, fences, posts, light poles, signs, buildings, roads, walkways, ramps, rails, stairs, pyramids, manual pads, bowls, half-pipes, jumps, padded and non padded barriers, other persons, and other natural and manmade hazards.
5. My own negligence and/or the negligence of others, including but not limited to operator error and guide decision making including misjudging terrain, weather, riding surfaces or other obstacles.
6. Exposure to the elements and temperature extremes may result in frost nip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
7. Dangers associated with exposure to natural elements include but are not limited to avalanche, rock fall, inclement weather, thunder and lightning, severe and/or varied wind, temperature and other weather conditions.
8. Accidents or illness occurring in remote places where there are no available medical facilities.
9. Fatigue, exhaustion, chill, and/or dizziness which may diminish my/our reaction time and increase the risk of accident.
10. Impact or collision with other athletes, spectators, facility employees, pedestrians, motor vehicles and cyclists.

*I understand the description of these risks is not complete and unknown or unanticipated risks may result in injury, illness, or death.

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration for being permitted to participate in the above described activity(ies) and related activities, I hereby agree, acknowledge and appreciate that:

1. **I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE**, the following named persons or entities in the **FRESNO SKI CLUB**, herein referred to as releases.
2. To release the releases, their officers, directors, employees, representatives, agents, and volunteers from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assignees may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releases or otherwise. By executing this document, I agree to hold the releases harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of my engaging in the above activities.
3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releases, other than what is set forth in this Agreement.
4. This agreement shall apply to any and all injury, disability, death, or loss or damage to person or property occurring at any time after the execution of the agreement.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, I FULLY UNDERSTAND ITS TERMS, I UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARITY WITHOUT ANY INDUCEMENT.

S/ _____
Adult Participant Name (please print)

Date

S/ _____
Adult Participant Name (please sign)