

SKI CLUB OF SARASOTA MEMBERSHIP APPLICATION

NAME _____ MEMBERSHIP # _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

TELEPHONE (HOME) _____ (WORK) _____

EMAIL _____ FAX _____

M/F NAME _____ AGE _____ OCCUPATION _____

M/F NAME _____ AGE _____ OCCUPATION _____

M/F NAME _____ AGE _____ OCCUPATION _____

M/F NAME _____ AGE _____ OCCUPATION _____

M/F NAME _____ AGE _____ OCCUPATION _____

Single Membership (\$25/year) _____ Family Membership (\$40/year) _____ Cash _____ Check # _____

RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

I, and all members of my family, fully understand that the SKI CLUB OF SARASOTA (hereinafter referred to as the "Club") acts only as a coordinator of any ski trips or other Club activities, and is **not** a Seller of Travel Services as defined by Florida Statutes Chapter 559, as amended or any similar Federal or State statute or regulation. As such, the undersigned, on behalf of him/herself and all members of his family, understands that the Club, as a trip coordinator, accepts no responsibility for the services or products of any person, ski area, airline, motor coach, hotel, insurance company, ski rental company, mountain resort, or organization whatsoever rendering any of the services or accommodations being offered on any trip. Ski trip and other activity fees are based upon current tariffs and are *subject to change without notice*. The Club accepts no responsibility, in whole or in part, for any delay, delayed departure or arrival, missed air travel or other carrier connections, loss, damage, or injury to person or property, or any mechanical defect or failure of any nature whatsoever, or for any substitution of lodging or a common carrier with or without notice, or for any additional expenses occasioned thereby. I/We fully understand that the Club is a voluntary association run by volunteers only, who are not professionally trained in conducting ski trips or other Club activities. As such, by participating in any such trip or Club activity, I/we do **not** rely upon the expertise of any Director, Officer, Trip Leader, Activity Coordinator, or any of the Assistants on any such trip. I, and all members of my family, hereby expressly acknowledge that snow riding and similar activities are inherently dangerous, and we hereby acknowledge the hazards inherent to the sport of snow skiing or snow boarding, and hereby assume all risk of injury or damage incident to such activity. As such, I/we hereby agree that I/we are solely responsible for our personal safety and conduct, and that as a participant, my family and I hereby jointly and severally absolve, release, waive, and forever discharge any and all liability, claims, or demands against the **SKI CLUB OF SARASOTA, INC.** or any of its Officers, Directors, Agents, Trip Leader, and Assistant Trip Leaders which may arise out of or otherwise be related to any injury, damage, or pecuniary loss by reason of any such Club membership or activity or participation in said organization. In further consideration for the mutual benefit derived from the joint participation by membership in the Club, and participation in Club related activities, I/we fully understand that I am responsible for meeting all payment deadlines and obligations to the Club in a timely fashion. Should I/we miss any departure, I/we understand that I may not be able to recover any part of my/our trip or activity payment. **Furthermore, I, and my family members, hereby agree that the Club shall not be responsible for either myself or any member of my family who is denied entry into any state, territory, providence, or country because of any prior criminal convictions, civil offences, or by reason of any rules or regulations propagated by the US Department of immigration and Naturalization Services including, but not limited to, laws and regulations governing the issuance and renewal of US Passports and/or Travel Visas.** Furthermore, I agree to indemnify and hold harmless the Club, its Officers, Directors, Agents, Trip Leader, and Assistant Trip Leaders from any and all loss for expenses incurred by or attributable in any way with any ski trip or other Club sponsored activity. I/We agree to abide by the By-Laws, Rules, and Regulations of the Club and the Trip Leaders in connection with any ski trip or other Club activity. **Furthermore, should any dispute arise out of my Club membership or participation in any Club sponsored activity or trip, then both the Club and I agree to submit any such dispute for resolution to binding, mandatory arbitration before the American Arbitration Association (AAA) to which we agree that the then current edition of the Commercial Rules of Arbitration of AAA shall apply. Each party shall bear their own cost and expenses incident to said arbitration proceedings. I/We further agree that the Venue for any such arbitration proceedings shall be Sarasota County, Florida unless otherwise agreed in writing by the parties. I/We further agree that Florida law shall apply to any dispute arising out of or incident to this Agreement.**

I HAVE READ THE FOREGOING RELEASE AND HOLD HARMLESS AGREEMENT, AND AGREE, ON BEHALF OF MYSELF AND MY FAMILY, TO BE BOUND BY THE TERMS AND CONDITIONS THEREOF. I/WE ALSO AGREE TO ABIDE BY ALL OF THE TERMS OF THE EVENT AND TRIP POLICIES, WHICH APPEAR ON THE REVERSE SIDE.

ALL MEMBERS OVER EIGHTEEN (18) YEARS OF AGE MUST SIGN.

_____ Date

_____ Printed Name: _____

_____ Date

_____ Printed Name: _____

_____ Date

_____ Printed Name: _____

Revised August 2007

EVENT AND TRIP POLICIES

Eligibility: Members and their guests are welcome at all events. Trips are open to members only. Our programs are geared for socializing, no need to be an expert skier. Feel at ease on our trips. Many people travel solo. (Guests are subject to additional charges ranging from \$2 to \$10 per event.)

Reservations: Use reservation form supplied. Complete all information requested and submit to Ski Club of Sarasota at the address given. Deposit must accompany all reservations - \$50 for weekends, full payment on day trips and events, and \$200 for charters / week trips. All prices and arrangements are subject to change due to additional cost incurred or unforeseen circumstances. Additional costs are prorated among participants.

Roommates: Requests made in writing by both parties will be honored. Singles are successfully matched by sex, smoking/nonsmoking, age, etc. Additional charges may be incurred for occupancies other than package offerings.

Party / Event Cancellation: Within seven days of event – no refund. Cancellations greater than seven days will receive refund less minimum service charge of \$5. No refunds on unused services included in packages.

Trip Cancellation / Charges: Participants transferring from one trip to another shall be considered as having canceled the first trip. All cancellations shall be in writing to the trip leader and are subject to the terms below.

Weekends: Up to 21 days prior to departure, upon replacement by a suitable traveler, refund of amount paid less \$25 per person service charge. Cancellation within 21 days of trip, no refund unless suitable replacement is made. If you are replaced, refund will be paid less \$50 per person service charge. Any unpaid balances within 21 days of departure, subject to cancellation by Ski Club of Sarasota and forfeiture of all monies paid.

Days: Same as above but service charge may vary with event.

Weeks: Up to 60 days prior to departure, upon replacement by a suitable traveler, refund of amount paid less \$50 per person service charge. Cancellations within 60 days of trip, no refund unless suitable replacement made. If you are replaced, refund will be paid less \$100 per person service charge. Any unpaid balances within 60 days of departure, subject to cancellation by Ski Club of Sarasota and forfeiture of all monies paid. Subject to rules set by travel agency and/or airlines. NO REFUNDS ON UNUSED SERVICES included in packages.

Responsibility: Participants agree to hold harmless the Ski Club of Sarasota, its agents, and/or representatives from any claims whatsoever resulting from participation in any club activity. The Ski Club of Sarasota is not liable for faults or defaults of companies or persons carrying out services; nor for accidents, injuries, delays or cancellations; changes due to weather, acts of God, or War; baggage, lodging or reasons beyond the Club's control. The Ski Club of Sarasota reserves the right to make changes for any of the above reasons as well as insufficient participation. Additional expenses incurred due to uncontrollable circumstances will be prorated among the participants.

Hazardous Sport: Members understand that whether a beginning or expert skier, there are inherent risks in skiing and that it is a hazardous activity. Participants understand injuries are common and hereby knowingly agree to accept any and all risks of injury or death when skiing or participating in other activities sponsored by the Ski Club of Sarasota. Each accepts full responsibility for any and all personal property injury or damage in connection with ski trips or ski club activities and release the Ski Club of Sarasota, its officers, directors and agents from any liability of whatsoever nature arising out of membership and participation in Ski Club activities.

April 1990 / Revised November 2002