

SPRING WINERY TOUR TRIP AGREEMENT & WAIVER OF LIABILITY



- 1. **PAYMENT:** The initial deposit is due by date provided. Deposits will be accepted until trip is full. Only participants who make an initial deposit with a signed agreement will be saved a seat on the trip. Participants who make FULL payments will have preference. Payment schedules are listed on the flyer and will be followed unless noted otherwise. Payments made after the due dates will forfeit any preferences unless WRITTEN arrangements are made with the Trip Chairperson(s). **Make checks payable to Youngstown Ski Club.**
- 2. **IDENTIFICATION:** Each participant MUST carry an up-to-date PHOTO Identification Card, birth certificate, and/or passport. State restaurants, bars, and Winery venues require proper ID for admission and adult beverage service. Refunds will NOT be made to participants who fail to possess a proper PHOTO Identification Card. Club members must have 2019-2020 membership dues paid in full and be able to provide a current membership card to take advantage of listed Member Discount Rate for this trip. ONLY participants that are 21 years of age or older will be accepted on this trip.
- 3. **WITHDRAWAL/CHANGES:** The Youngstown Ski Club (YSC) reserves the right to withdraw the trip, to refuse to accept or retain any person as a member on the trip, or to make changes to the published itinerary at our discretion. All trips are time-sensitive and motor coach will depart PROMPTLY at the designated times and locations. YSC may add or subtract supplemental costs such as but not limited to taxes and "fuel surcharges" to and from the trip. Unforeseen increases or decreases in costs and changes to travel, tastes, and/or winery expenses will be passed on to ALL trip participants.
- 4. **VENUE AND FACILITIES:** Due to the nature of this trip and our suppliers, the number of participants, the various winery configuration, and the amount of available space and customer traffic at each venue, the YSC cannot guarantee that accommodation requests can be honored. Participants are encouraged to experience each winery facility and growing fields, but not wander into areas under construction, blocked off, and/or NOT designated for winery patrons. The Motor Coach Company may impose specific rules of conduct, either written or verbalized, that participants must abide by. Participants are responsible for ANY repercussions resulting from violating entry into undesignated areas, and/or not following stated rules of Motor Coach Company.
- 6. **CANCELLATION/REFUNDS:** Participants will receive a FULL refund if the YSC cancels the trip, except and unless participant either cancel by necessity, is caused by a lack of timely payments, and/or fails to arrive at scheduled departure times and locations. Participants can find replacements and will avoid cancellation consideration, but the replacement will abide by the terms stated herein and monies paid to the YSC will be applied to replacement. Any expenses incurred by the YSC due to cancellation are passed to participants. Please allow 2-3 weeks following the return of trip for refund.
 - A) Where a participant has paid a deposit or in full, and "cancels" at any time trip departs 100% filled, the participant shall be entitled to a refund, less a \$15.00 Service Charge. B) Where a participant has paid a deposit or in full, and "cancels" at any time trip departs LESS than 100% filled, the participant shall be entitled ONLY to a recoverable refund, less a \$15.00 Service Charge, and the participant may be liable for entire trip cost, deposits, balances due and any expenses incurred due to the cancellation. C) Participants shall be liable to the YSC for any and all monies expended or paid by YSC over and above payments made by the participant to the YSC. Unpaid service charges will follow the same rules as non-payment of funds in NSF CHECK below.
- 7. **NSF CHECK** Any participant passing checks to the YSC that are returned for insufficient funds, will be assessed a \$35.00 service charge, plus any daily penalties incurred by the YSC's Financial Institution. The return of any check necessitates a CASH payment for trip balances. If checks are returned for insufficient funds, the YSC Treasurer will notify participant and allow him/her fourteen (14) days to cover the check. Non-payment of funds may result in loss of status with the YSC, such as placing participant in Not-In-Good Standing, thus affecting permission to participate on this trip, other trips, and/or other YSC events, and/or deem the necessity of legal action to recover funds not paid.
- 8. **RESPONSIBILITY:** By signing this trip agreement and waiver of liability, I willingly participate and acknowledge that this trip sponsored by the Youngstown Ski Club, Inc. (YSC), may contain inherent dangers and hazards, resulting in possible SERIOUS PERSONAL INJURY. Understanding this, I agree to assume any and all risk of injury and financial loss that may arise from participation in such activities, including the liability thereof. I understand that these risks include, but are not limited to falls, accidents, delays, equipment interactions/malfunctions, facility conditions, and all other occurrences that can cause an injury as a result of my own or others conduct or inexperience. I understand that alcoholic beverages and subsequent consumption will be present, and as a participant, I am responsible for my own composed behavior and ambulatory movement to and from the motor coach and wineries. I further agree that any and all fees beyond trip guidelines associated with the motor coach and/or Wineries, including but not limited to meals, purchases, services, recklessness or misconduct, unlawful actions, and ANY property damage are assumed solely by each participant. I hereby agree to release, forever discharge and agree to indemnify and hold harmless, all members of the Youngstown Ski Club from any and all claims, demands or causes of action, which are in any way connected with my participation on this trip, including any such claims based upon damages caused, or alleged to be caused in whole or in part by negligence or acts of omissions, known or unknown, anticipated or unanticipated that may arise from this event. I agree to be responsible for all fees, costs, and other expenses incurred by the Youngstown Ski Club, Inc. and its members, in the event that I, or others acting on my behalf or my estate, should ever attempt to initiate or bring a claim or suit against the Youngstown Ski Club, Inc, that I herein agree to waive.

****SEND THIS WHOLE FORM. DO NOT CUT BOTTOM****

Name _____ Phone Number _____

Address _____

City _____ State _____ Zip _____ D.O.B _____ (MM/DD/YYYY)
(Required for proof of drinking age)

Email _____

Amount Enclosed \$ _____ Paid in Full? Yes _____ No _____ Affiliation: _____ YSC MEMBER

2020 YSC SPRING WINERY TOUR _____ Non Member/Guest

*My signature below indicates the following:

I have read and agree to the above trip terms and waiver of liability as they pertain to this Wine Tour. _____ First Time Member/Guest

Signature: _____ Date: _____