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WSC

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## 2018-2019 Youngstown Ski Club, Inc. (YSC) (Revised November 2018) BEST CONDITIONS 2019 MYSTERY DAY TRIP AGREEMENT & WAIVER OF LIABILITY

- 1. <u>PAYMENT</u>: 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. Make checks payable to Youngstown Ski Club.
- 2. <u>IDENTIFICATION</u>: Each participant MUST carry an up-to-date PHOTO Identification Card, birth certificate, and/or passport. New York State and Pennsylvania State restaurants and bars 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. Council Club members must have a membership card or be able to show proof of affiliation as a Council Ski Club member to receive the YSC member rate, if applicable. Non Council affiliated participants must join YSC or WSC, or pay the non-member rate associated with this trip.
- 3. <u>WITHDRAWAL/CHANGES</u>: 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 time and location. 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, lift tickets, and/or secured space/room will be passed on to all trip participants.
- 4. <u>MINORS</u>: This trip accepts all age groups, and all participants are expected to display proper conduct around minors. A parent, legal guardian, and/or appropriate designee shall be wholly and fully responsible for the conduct and well-being of stated minor and/or minors on this trip. All minors are prohibited from accepting and/or indulging in ANY alcoholic beverages. It is preferable that minors are seated in front areas of bus.
- 5. <u>ROOMING PREFERENCE:</u> Due to the nature of this trip, our suppliers, and the number of expected participants, the YSC is limited to the space, private or not, already secured, and changes are unlikely to occur. Bookings of rooms or group spaces are made months in advance as Trip Leaders make every effort to accommodate participants on the trip, in a matter consistent with benefitting the group as a whole. Participants are expected to help unload and reload Club supplies necessary for the trip, as well as properly dispose of trash and remove personal items from the room/space upon departure.
- 6. <u>CANCELLATION/REFUNDS</u>: 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 YSC will be applied to replacement. Any expenses incurred by the YSC due to cancellation are passed to participants. Please allow up to three (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 \$8.00 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 \$8.00 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. <u>NSF CHECK</u> 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. 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 and/or place participant in not-in-good standing, thus affecting permission to participate on this trip, other trips, and/or other YSC events.
- 8. RESPONSIBILITY: The Youngstown Ski Club offers services and activities to members and guests for their benefit through participation. Trip Leaders are not professionally trained, but are acting in a leadership role to the best of their knowledge, experience. and ability. 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), contains inherent dangers and hazards, thus may cause SERIOUS PERSONAL INJURY and/or DEATH. 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, collisions, equipment interactions/malfunctions, terrain conditions, and all other occurrences that can cause an injury as a result of my own or others conduct or inexperience. Participants understand that alcoholic beverages and subsequent consumption may be present, and as a participant, I am responsible for my own composed behavior. I further agree that any and all fees beyond trip guidelines associated with the motor coach and/or Ski Resort, 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. that I herein agree to waive. \*\*SEND THIS WHOLE FORM. DO NOT CUT BOTTOM\*\*

Name			Home Number			
Address			Cell Number			
City	State	Zip	Member Affilia	tion: YSC/WSC	CMSC WPSC	C NEW
Email			D.O.B		(MM/DD	YYYY)
mount Enclosed \$ Paid in Full? Yes No			Circle all that apply in the package below:			
Trip Package: REGULAR-SKI	NON-SKI TUBING	MEMBER	NON-MEMBER	JUNIOR(age	6-11)	
*I have read and agree to the trip terms and waiver of liability as they pertain to this trip.			Rentals: Y	N <b>Type:</b> Ski _	SnowBoard	
Signature:				Date:		
Co-signature for minors:				Date:		