

BIRMINGHAM SKI CLUB _____ TRIP
RULES AND AGREEMENT

All persons traveling on a Birmingham Ski Club trip must be a member in good standing (current year dues are paid) at the time the trip departs.

RESERVATIONS – Reservations will not be taken prior to the date or time established by the Board of Directors. Reservations will be taken on first-come basis upon receipt of \$200 deposit per person for ski trips and payments in full for beach trips. Deposits may be mailed and postmarked the day of the Summer Party date for ski trips. If the Summer Party reservations fill the trip, deposit checks will be held and these members will be placed on the waiting list. (Reservations received after the trip is filled will be placed on the waiting list for all Ski Club trips.) Final trip payment for ski trips must be made on or before ninety days prior to trip departure (Final Payment Date). A delay of five (5) days in receipt of final trip payment will result in the next person on the waiting list being contacted to move to the “go list”. Reservations received after the trip is filled will be placed on the waiting list. Reservations that remain on the waiting list after departure will receive a full refund. Only the trip leader will make movement of reservations from the waiting list to the trip list. When reservations are moved to the trip list, the balance of the cost of the trip is due immediately. There will be no visitors staying in the hotel rooms or condominiums, only 2 people per bedroom. The only exception to this rule is minors staying with one or both parents. To be in the room or condominium you must be a member of the ski club in good standing, have signed the Rules and Agreement sheet, and paid in full for your trip in advance.

REFUNDS – Cancellations and refunds will be allowed up to final payment date [ninety (90) calendar days prior to trip departure]. If persons cancel their trip after final payment date, no money will be refunded unless there is someone on the waiting list to replace the persons wanting to cancel. If there are no persons on the waiting list to replace the person holding the trip, then no refunds can be made. **In all cases, the Birmingham Ski Club will retain a \$50 administrative fee** plus any additional costs incurred with any cancellation from the trip. This includes a \$50 administrative fee for transfers from one trip to another, if there is no one on the waiting list to replace the person transferring.

ADDITIONAL COSTS – Persons who cancel their trip and are replaced by someone from the waiting list are responsible for any costs or penalties incurred by the Birmingham Ski Club. These fees will be deducted from the refund payment. Additional fees and taxes that are levied on the trip after the price of the trip has been set will be paid by the persons on the trip as an additional fee.

GENERAL RELEASE - Birmingham Ski Club, Inc. (Club) acts only in behalf of the trip participants in arranging transportation, accommodations, and other activities for the trip. The Trip Participants acknowledge that the Club is not the agent or representative of any of the persons or businesses from whom travel, accommodations, or services are obtained, and that the Club has no control over or liability for any such persons or businesses, and is not responsible for any injury, damage, or loss which may be occasioned through the fault of any such persons or loss due to any cause beyond the direct and immediate control of the Club including delay, bankruptcies, cancellation, scheduling change, strikes, work stoppages, storm, inclement weather, direct or indirect results of any Act of God, war price change, or other causes resulting from the acts of any such person or business providing accommodations/services relating to the trip. All baggage and personal belongings shall at all times remain in the sole custody and control of each trip participant. Such possessions shall be transported at the owner’s sole risk of loss. The undersigned participant, guardian, or parent hereby acknowledges and discharges, releases, indemnifies and waives any and all liability, claim or demands against the Club and its officers, directors, and members for any injury, damage, or pecuniary loss, which may arise out of or be related to participation in the trip.

WARNING – Trip participants agree and understand that traveling, swimming, and skiing/snowboarding can be hazardous. Trip participants acknowledge that the Club is not responsible for the consequences of any such hazards. With regard to skiing or snowboarding, trail and slope conditions vary constantly because of weather changes and use. The participant should be aware that obstacles could exist throughout the area. Each participant understands that it is their sole responsibility to ski/snowboard in control and to avoid obstacles and hazards, including other skiers, snowboarders, or snow grooming equipment, etc. Beach trip participants should be aware that ocean and pool activities can be hazardous. Ocean currents, wild life and beach/pool conditions vary constantly and circumstances are unpredictable. Trip participants acknowledge that the Club is not responsible for the consequences of any such conditions/hazards. Trip participants understand and agree that the Club is not responsible for and assumes no liability for the risks or danger encountered on the trip. Participants in the trip assume any and all of such risks, agree that the Club shall not be liable for any loss or damage relating to such risks, and agree to hold the Club and its officers, directors, and members harmless from any claim resulting from any such loss, injury or damage.

CHILDREN – The parent or legal guardian of any trip participant who has not reached the age of majority agrees that both such child and the legal guardian shall be bound by the terms and provision set forth herein and the parent or legal guardian agrees to hold the Club harmless from any claim by or on the part of such minor resulting from any loss or injury. Each trip participant represents that he or she has reached the age of majority, has read and understands the foregoing terms and provisions, and agrees to be bound thereby as a condition to participating in the trip.

INSURANCE – Trip participant acknowledges that he/she has been advised to purchase trip insurance for this Club event, and has received the trip insurance information. At this time participant elects to Purchase (Initial _____), or Declines to purchase (Initial _____) the trip insurance.

CONDUCT – Trip Participants, by signing this Release, agree to abide by the Club Code of Conduct as set forth in the Club By-Laws.

ACKNOWLEDGEMENT – I have read and understand and I agree with the above terms, conditions and information:

Date _____

Signature _____ Print Name _____

NAME: (PRINT) _____
(Exactly as shown on photo ID or passport!!! No Nicknames!!!)

ADDRESS: _____

CITY, STATE ZIP _____

GENERAL INFORMATION FOR THE TRIP LEADER

TELEPHONE # (DAY) _ (_____) _____ **(NIGHT)** _ (_____) _____

CELL PHONE _ (_____) _____

E-MAIL ADDRESS: _____

REQUESTED ROOMMATE(S) _____

SMOKING: YES _____ NO _____ DON'T CARE _____

EMERGENCY CONTACT PERSON: _____

EMERGENCY PHONE NUMBERS _____