

AGREEMENT & RELEASE OF LIABILITY _____ (INITIAL)

I, _____ (please print), HEREBY

ACKNOWLEDGE that I have voluntarily applied to participate in the Snowdrifters' ski trip to

_____ on _____.

(Destination)

(Dates)

I AM AWARE THAT SKIING AND OTHER CLUB FUNCTIONS CAN BE HAZARDOUS ACTIVITIES, AND I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH _____ (INITIAL).

AS LAWFUL CONSIDERATION for being permitted by Fox Valley Snowdrifters Ski Club to participate in these activities and use their facilities, I hereby agree that I, my heirs, distributees, guardians, legal representatives and assigns will not make a claim against, sue, attach the property of, or prosecute Fox Valley Snowdrifters Ski Club for Injury or damage resulting from the negligence or other acts, however caused by, any officer, agent, representative, or member of Fox Valley Ski club, as a result of my participation in skiing or other club activities. In addition, I hereby release and discharge Fox Valley Snowdrifters Ski Club from all actions, claims or demands I, my heirs, distributees, guardians, legal representatives, or assigns now have or may hereafter have for injury or damage resulting from my participation in skiing or other club activities.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND FOX VALLEY SNOWDRIFTERS SKI CLUB AND SIGN IT OF MY OWN FREE WILL.

SIGNATURE _____ WITNESS _____

DATE _____

TRIP CANCELATIONS, REFUNDS, & REBATES

The refund policy below comes from the club's BY-LAWS.

1. Persons canceling forfeit the larger of the following.
 - a. All unrecoverable funds caused by their cancellation.
 - b. The minimum cancellation penalty, which is 10% of the full trip price for weekend Midwestern trips and 5% for trips of longer duration.
2. Unrecoverable funds are defined as non-returned amounts paid to a contractor in anticipation of the person being on the trip, whether the actual payment was made before or after notification of the cancellation. Assessments of appropriate amounts are made on an individual basis. The Trip committee will make a reasonable effort to minimize unrecoverable amounts.
3. For cancellations replaced from the waiting list, the refund is the amount paid to date less the minimum penalty and will be made as soon as possible following confirmation of the replacement. For all cancellations not subsequently replaced, refunds are not paid until submission of the trip financial report.
4. A person forced to cancel at the last minute may, on his own secure a substitute to take his place, but only if all of the following conditions are met.
 - a) No waiting list exists.
 - b) The full trip price has been received by the club.
 - c) Approval of the trip leader.
 - d) The replacement meets all other trip eligibility requirements.
 - e) The replacement submits the required liability release waiver to the trip leader.
 - f) The club bears no responsibility for cost reimbursement to the canceling party.
5. Surplus funds accrued on the trip are rebated to participants in the following manner.
 - a) Only full dollar amounts of ten dollars or more are paid.
 - b) Amounts kept as cancellation penalties are not included in the rebate pool.
 - c) Cancellers who have received a refund of any amount are not entitled to any rebate from the surplus.
 - d) Rebate checks are to be picked up in person, or by other arrangement at the trip leader's discretion.If a person, who had a rebate due does not respond within three months after announcement of its availability, the rebate reverts back to the club treasury.
6. Cancellations from the waiting list may be made at any time with no penalty and the deposit will be refunded as soon as possible.

TRIP PRICES

Trip prices are based on current airline fuel surcharges and taxes, and when applicable, exchange rates; and might have adjustments by final payment.

I, _____, have read, understood, and will abide by this policy.

Signature _____ Date _____