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**WAIVER, RELEASE & INDEMNITY AGREEMENT – (2010-2011 – Adult)**

This **WAIVER, RELEASE & INDEMNITY AGREEMENT** is valid for any Bay Area Ski Bus Trips between December 4, 2010 and April 30, 2011.

I UNDERSTAND that the pick up location, time and directions will be listed on my Registration Confirmation (and are listed on the Bay Area Ski Bus website) and that it is my responsibility to follow those directions and to be on time - have my gear loaded and be on the bus by the departure time. If not, I will be left behind. I am also responsible for knowing where the next pick up location and time is (if any) so that I can try to meet the bus there. I UNDERSTAND that I will not receive a Refund or Credit if I miss the bus.

I UNDERSTAND that my scheduled pick up location could be canceled due to low enrollment and I will either switch to another pick up location, transfer to a future trip OR cancel and receive a refund. Though it is very rare, I also understand that the trip could be canceled due to low enrollment and I would receive a refund. I further understand that the Bay Area Ski Bus will not be responsible for any equipment rental fees that I may incur/lose as a result of a trip cancellation.

I UNDERSTAND that there are NO Refunds for cancellations within 5 days of the trip. Cancellations credits (that can be used for up to one year) will be: \$40 for Adult Downhill skiers, \$35 for Teens, \$30 for Seniors and \$15 for Children. There are NO Credits for "Bus Only" registrations. There are NO REFUNDS OR CREDITS for Cancellations within 24 hours of the trip or if I miss the bus, REGARDLESS OF THE REASON.

I acknowledge that Bay Area Ski Bus Trips, a service of the Recreation Connection, Inc., involve physically active outdoor sports that test a person's physical and mental limits and carry with them the potential for death, serious injury, and property loss. I understand the inherent dangers of skiing and snowboarding, which include falls, collisions with natural hazards, other people or objects and injuries due to cold temperatures. I also understand that potential injuries include strains, sprains, breaks, cuts, punctures, abrasions, broken limbs and even accidental death. I HEREBY ASSUME THE RISKS OF INJURY, DAMAGE OR LOSS WHICH I MAY SUSTAIN AS A RESULT IN PARTICIPATING IN ANY AND ALL ACTIVITIES CONNECTED WITH OR ASSOCIATED WITH BAY AREA SKI BUS TRIPS, FACILITATED BY THE RECREATION CONNECTION, INC.

All such risks being known and appreciated by me, I further acknowledge that these risks include risks that may be the result of the negligence of the Recreation Connection, Inc., the Bay Area Ski Bus, and their hosts and employees. I AGREE NOT TO SUE any of the persons or entities mentioned above for any of the claims, losses or liabilities that I have waived, released or discharged herein. I INDEMNIFY AND HOLD HARMLESS the persons or entities mentioned above from any and all claims made or liabilities assessed against them as a result of (i) my actions or inactions, (ii) the actions, inactions or negligence of others including those parties hereby indemnified; (iii) the conditions of the facilities, equipment or areas where the event or activity is being conducted; (iv) any other harm caused by an occurrence related to BAY AREA SKI BUS TRIPS, facilitated by the Recreation Connection, Inc.

I certify that I am in good physical condition and that the activities of skiing, snowboarding and other activities associated with Bay Area Ski Bus Trips require participants to be properly clothed and equipped.

I UNDERSTAND that the Ski Bus travels "snow or shine", so rain/snow storms DO NOT justify cancellations of trips. As long as CalTrans and CHP deem that the road is safe for travel, we go. If the road is closed to the scheduled resort, we will re-route to another resort on another freeway. If you have special plans at the original resort, sorry, you will have to accompany the bus at the new resort OR arrange your own transportation to the originally scheduled resort. If you have a lift ticket or pass to the original resort but not the alternative resort, you will need to purchase a lift ticket from the Trip Host (if desired). If it is stormy at the resort, any credits on lift tickets will need to be taken up with the resort staff. If we cannot reach a ski resort, we will return home and everyone will receive a refund minus a \$30 transportation charge.

I UNDERSTAND that the bus will be LOCKED and inaccessible during the day as the driver needs to rest/sleep. I understand that it is NOT recommended to leave any valuables on the bus because the Bay Area Ski Bus cannot guarantee the integrity of all of its customers. ( Wallets, purses, CD players, etc. should be brought with me and/or put in a locker in the lodge. THE BAY AREA SKI BUS WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOST OR STOLEN ITEMS.

I UNDERSTAND that many skis, boards and bags look the same and that the Ski Bus recommends that I label my equipment to help prevent a mix up. I also understand that ski and/or snowboard bags are recommended to avoid scratches.

In the event of any emergency, I authorize Bay Area Ski Bus hosts and trip leaders to secure from the ski resort medical personnel or a local licensed hospital any treatment deemed necessary for my immediate care and agree that I will be responsible for payment of any and all medical services rendered.

I UNDERSTAND that most people wish to sleep on the way to the Resort and I will be considerate and keep any talking to whisper, put my cell phone on silent or vibrate and my iPod (or similar device) to a low volume so that I will not bother anyone!

I AGREE to be respectful and courteous to Ski Bus staff and other customers. Any obnoxious, lewd, intoxicated, abusive or other inappropriate behavior may result in removal from the bus and I will be responsible for my own transportation home, I UNDERSTAND that No refund or credit will be given and I may be prohibited from future trips. I UNDERSTAND that any and all damages caused by me shall be paid by me to owners of damaged items.

I UNDERSTAND that if I am not at the bus at the stated departure time from the ski resort (typically 4:30pm), I will be left behind and will be responsible for my own transportation home! If I am left behind, I understand that I will have been reported "missing" and I MUST notify the ski resort staff and/or the local sheriff of my status. Failure to do so could result in a substantial fine from local authorities for search and rescue costs.

I HERE AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER AND I AM THE PERSON NAMED ON THIS REGISTRATION, OR, I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR NAMED ON THIS REGISTRATION, I HAVE READ THIS DOCUMENT, AND I UNDERSTAND AND AGREE TO ITS CONTENTS.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Home Phone #

\_\_\_\_\_  
Cellular #

\_\_\_\_\_  
Health Insurance Provider

\_\_\_\_\_  
Plan #

\_\_\_\_\_  
Emergency Contact

\_\_\_\_\_  
Phone#

\_\_\_\_\_  
Special Health Conditions that Ski Bus Hosts should be aware of (ie. Allergies, heart conditions, diabetes, etc.)