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WAIVER, RELEASE & INDEMNITY AGREEMENT – 2009- 2010 (Families)

Participant's Name _____ Age _____

This WAIVER, RELEASE & INDEMNITY AGREEMENT is valid for any and all Bay Area Ski Bus FAMILY Trips for the 2009-2010 Season (between November 28, 2009 and May 1, 2010).

I am Acknowledge and Accept this Waiver as either the parent/legal guardian of my Child registrant OR I AM the Registrant.

ACKNOWLEDGEMENT, WAIVER AND RELEASE FROM LIABILITY
I UNDERSTAND that my scheduled pick up location could be canceled due to low enrollment and I/we will either switch to another pick up location, transfer to a future trip OR cancel and receive a refund. 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 THE FOLLOWING CANCELLATION AND REFUND POLICIES FOR ONE-DAY TRIPS: There are NO Refunds for cancellations within 5 days of the trip. Cancellations credits (that can be used for a future trip through the end of April 2010) will be: $40 for Adult Downhill Skiers, $30 for Teens, $20 for Seniors and $10 for Children. NO Credits for "Bus Only" registrations.

I UNDERSTAND that there are NO REFUNDS OR CREDITS for Cancellations within 24 hours of the trip, REGARDLESS OF THE REASON. I also understand that if I/we are not at the bus at the stated morning departure time, I/we will be left behind and that NO REFUNDS or CREDITS will be issued if I/we miss the trip.

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/we are 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 if the road is closed OR the ski resort is closed OR has limited operation due to severe weather, the bus may re-route to another resort. I also understand that if I/we have special plans at the original resort, I/we will have to join everyone else and the bus at the new resort OR arrange my/our own transportation to the originally scheduled resort. I further understand that if it is stormy at the resort, any credits on lift tickets will need to be taken up with the ski resort staff.

I UNDERSTAND that if the road is closed or if CHP or Caltrans forces the bus to turnaround and we have to return home, I will receive a refund Less a $30 transportation charge. The bus still costs money. So far in 1000+ trips, the Bay Area Ski Bus has only had to return home four times!

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/we label my/our equipment to help prevent a mix up. I also understand that ski and/or snowboard bags are recommended to avoid scratches. AGAIN, THE BAY AREA SKI BUS WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOST , STOLEN OR DAMAGED ITEMS.

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/my child's immediate care and agree that I will be responsible for payment of any and all medical services rendered.

I UNDERSTAND that any and all damages caused by me/my child shall be paid by me to owners of damaged items. 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 if I/we are not at the bus at the stated departure time from the ski resort (typically 4:30pm), I/we will be left behind and will be responsible for my own transportation home! If I/we am left behind, I understand that I/we will have been reported "missing" and I MUST notify the ski resort staff and/or the local sheriff of my status.

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.)