CHILD WAIVER – 2011-2012

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Participant's Name _____ **Age** _____

This WAIVER, RELEASE & INDEMNITY AGREEMENT is for any and all Bay Area Ski Bus Trips from Nov. 15, 2011 and May 15, 2012.

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

I UNDERSTAND that my scheduled pick up location could be canceled due to low enrollment and we 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 we would receive a refund. I further understand that the Bay Area Ski Bus will not be responsible for any equipment rental fees that we 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:
- Adults - $40 for Alpine Meadows, Sierra Tahoe, Sugar Bowl, Homewood or Kirkwood; $60 for Squaw; $70 for Northstar or Heavenly.
- Teens & Seniors 65+ - $30 for Homewood; $40 for Alpine, Sierra, Sugar Bowl and Kirkwood; $50 for Squaw; $60 for Northstar or Heavenly.
- Children - $16 for Homewood, Alpine, and Kirkwood; $20 for Sierra or Sugar Bowl; $26 for Squaw Valley; $40 for Northstar or Heavenly. 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.

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, A SERVICE OF 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, a service of Recreation Connection, Inc.

I certify that 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 the Ski Bus often travels in stormy Winter weather and amongst traffic that is slowed by the road conditions. Thus, customers must understand that travel times in stormy conditions takes longer and buses will arrive at the resort. If you or your child is scheduled for a lesson or ski school, there is the possibility of missing the start time do to road condition delays. Ski Bus and resort staff will do their best to accommodate you for lessons or ski school but cannot guarantee it. Lesson or ski school payments will be refunded if they are not taken/participated in.

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. I Understand that if I learn that the road to the scheduled resort is closed in the am prior to departure, WE WILL NOT receive a refund if we do NOT show up. 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 it is stormy at the resort, any credits on lift tickets, lessons or rentals 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. If we reach the resort and the resort is closed or closes after a short time and the bus returns home early, the full bus expense will be exhausted. The bus, fuel and river expense are still incurred.

**Be assured that when Hosts make a decision to re-route your bus to another freeway or resort or even turnaround, it is made with the advice of management and staff on the ground in Lake Tahoe. Our decision will be based on current road and weather conditions, lift operations status, weather forecast and of course customer safety. If the originally scheduled destination/resort is unreachable, not reachable at a reasonable time or has limited lift operations, we will re-route the bus to the best possible option. With over a thousand bus trips under our belt, staff in Tahoe with accurate weather info - we have and will make the correct choice 99% of the time.

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, Mp3 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 our 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 or my family members immediate care and agree that we will be responsible for payment of any and all medical services rendered.

WE 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 us shall be paid by me to owners of damaged items.

I UNDERSTAND that if we are not at the bus at the stated departure time from the ski resort (typically 4:30pm), we will be left behind and will be responsible for our own transportation home! If we are left behind, we understand that we will have been reported "missing" and we MUST notify the ski resort staff and/or the local sheriff of our 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 ABOVE, OR, I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR NAMED ABOVE, I HAVE READ THIS DOCUMENT, AND I UNDERSTAND AND AGREE TO ITS CONTENTS.

_____	_____	_____	_____
Adult Signature	Date	Home Phone #	Cellular #

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Special Health Conditions that Recreation Connection, Inc Staff should be aware of (ie. Allergies, heart conditions, diabetes, etc.)