



TEEN CONTRACT & WAIVER – (2012-2013)

2291 Via de Mercados, Unit D, Concord, CA 94520

925-680-4386
Fax 925-687-1433

Participant's Name _____ Age _____

This CONTRACT, WAIVER, RELEASE & INDEMNITY AGREEMENT is valid for any Bay Area Ski Bus Trips between Nov. 15, 2012 and July 7, 2013.

BEHAVIOR CONTRACT / AGREEMENT

In an effort to ensure a pleasant and safe experience for everyone, we require all participants and their parents, or guardians, to enter into the following contract/agreement with the trip operator/s. My child(ren) and I agree that, as a condition of trip participation, my child(ren) will at all times adhere to excursion guidelines, follow leadership direction and exhibit a positive, cooperative attitude. We acknowledge that any trip staff shall have the authority to suspend or permanently drop my child(ren) from future trips and/or fine* us for the following reasons:

1. Obscene language or vulgar actions.
2. Failure to be on time for trip check-in times, including departure(s), and/or curfews.*
3. Any disrespectful act towards staff, volunteers, drivers, member of the public or other participants.
4. Possession or use of any tobacco product, alcohol, illegal drug or weapon.
5. Destruction or damage of any other person's property.

* Teens/Parents will be charged a \$1.00 fine for every minute of late check-in by participants plus any additional transportation or leadership costs incurred due to excessive tardiness and pay for repair or replacement of any damaged property. For any serious breach of Acceptable Rules of Conduct, including excessive tardiness, parents may be called to pick up their son/daughter at the ski & snowboard resort.

ACKNOWLEDGEMENT, WAIVER AND RELEASE FROM LIABILITY

I UNDERSTAND that the pick up location, time and directions will be listed on my child's Registration Confirmation (and are listed on the Bay Area Ski Bus website) and that it is my/our responsibility to follow those directions and to be on time - have my child's gear loaded and be on the bus by the departure time. If not, he/she will be left behind. I/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 I will not receive a Refund or Credit if we miss the bus.

I UNDERSTAND that my child's 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 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: the cost of the trip minus the \$69 bus portion. NO Credits for "Bus Only" registrations. NO REFUNDS OR CREDITS for Cancellations within 24 hours of the trip or if we 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 my child may sustain as a result of participating in any and all activities connected with or associated 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 child's 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 the Recreation Connection, Inc.

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 we learn that the road to the scheduled resort is closed in the am prior to departure, I WILL NOT receive a refund if I/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 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 and have to return home, I 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 driver costs are still incurred. The Ski Bus often travels in stormy weather and amongst traffic that is slowed by the road conditions. Thus, I Understand that travel times in stormy conditions are longer and arrival to the resort will be later than in clear road conditions.

**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.

WE UNDERSTAND that the bus will be LOCKED and inaccessible during the day as the driver needs to rest/sleep.

We 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, 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.

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

I certify that my child is 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.

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

I UNDERSTAND that if my child is not at the bus at the stated departure time from the ski resort (typically 4:30pm), after an extensive search with First Aid, Ski Patrol and Resort staff, my child may be left behind and I will be responsible for my child's transportation home! If my child is left behind, I understand that he/she will have been reported "missing" and we MUST notify the ski resort staff and/or the local sheriff of his/her status when found. Failure to do so could result in a substantial fine from local authorities for search and rescue costs. NOTE - In 16 seasons, this has never happened.

I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR NAMED ABOVE, I HAVE READ THIS DOCUMENT, UNDERSTAND AND AGREE TO IT.

Signature of Parent/Participant

Date

Parent Cell #

Teen Cell #

Health Insurance Provider

Plan #

Emergency Contact

Phone#

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