

TRIP APPLICATION FORM

Please PRINT all information and give/send this form along with your deposit (check made payable to FDSC) to the appropriate trip leader. Please submit a separate form for each trip. One form per person.

TRIP NAME _____ CHECK # _____ AMOUNT \$ _____

FULL NAME _____ (as on driver's license /passport) Please print legibly.

STREET _____ CITY/STATE _____ ZIP _____

PHONE (Cell) _____ (Alt.) _____ EMAIL _____

Birth Date _____ Passport # _____ Expiration Date _____

Choose ROOM TYPE : _____ ROOMMATE(S) _____ For the purpose of planning for lift tickets, do you plan to ski or board on this trip? Yes _____ (age of skier/boarder _____) Non-skier _____

In case of emergency, notify: _____ Relationship: _____

Street _____ City/State _____ ZIP _____

Phone (Cell) _____ (Alt.) _____

RELEASE AND INDEMNIFICATION AGREEMENT

I understand that: All prices listed are subject to change. Price changes might be due to additional luggage fees, fuel surcharges, rate of exchange fluctuations, or other factors outside the control of the FDSC. All cancellations are subject to forfeiture of deposit money as outlined in the FDSC trip rules. The Flying Dutchmen Ski Club, Inc. (FDSC), and its officers, directors, delegates, instructors, agents, employees, representatives, servants or assigns is not responsible or liable for the non-performance of any third parties such as travel agents, condo owners, hotels, motels, transportation companies, ski areas, etc.

I understand that the Flying Dutchmen Ski Club, Inc. (the Club) is a year-round skiing, sports, and social club which sponsors a variety of activities, including skiing and snowboarding, for the benefit of its members. I am aware that many of the Club's activities, including skiing and snowboarding, are inherently dangerous activities which involve the risk of serious injury or even death. I agree that by participating in any club-related activity, that I am responsible for my safety and agree that I alone assume the risks involved in any such activity.

In addition, and to the fullest extent allowed by law, I agree that I will not institute any lawsuit or other legal action against the Club, its members, officers, directors, delegates, instructors, agents, employees, representatives, servants, or assigns as a result of participation or injury at any club-related activity. Nor will I voluntarily assist anyone in the pursuit of any such lawsuit or other legal action.

I also agree to indemnify and hold harmless the Club, its members, officers, directors, delegates, instructors, agents, employees, representatives, servants, or assigns from and against any and all such claims, actions, suits, judgments, damages, and costs, including reasonable attorney's fees, that may result by reason of any suit or other legal action that I either commence or assist with as described in the preceding paragraph. This Release and Indemnification Agreement shall bind me, my distributees, heirs, executors, representatives, successors, and assigns.

I further agree that I will not have in my possession any illegal or harmful substance at any time during the trip with the FDSC. I understand that if found to be in possession of such a substance, whether or not it is my property, I will be removed from the trip at the next available opportunity. In the event that any property is seized or confiscated by Federal, State, or Local authorities due to the presence of illegal or harmful substances during the trip, I agree to indemnify and hold harmless the FDSC, and its officers, directors, delegates, instructors, agents, employees, representatives, servants, or assigns (including any third parties such as travel agents, condo owners, hotels, motels, transportation companies, ski areas, etc.) from any and all losses, damages (including, but not limited to lost income and the fair market value of the property) and attorney's fees which may be incurred as a result of a seizure or confiscation.

I understand and acknowledge that the FDSC is acting in reliance upon the agreements made by me in this Release and Indemnification Agreement in order to extend to me the benefits of FDSC activities and were I not willing to abide by the terms of the document, such benefits and opportunity to participate in FDSC-related activities would not be extended to me.

Signed: _____ Date: _____

Parent or Legal Guardian (for any minor participant): _____

Please make all checks payable to FDSC.

GENERAL RULES FOR ALL FDSC TRIPS

1. **ELIGIBILITY:** Only dues-paid members in good standing may sign up for trips. Children less than 18 years of age are eligible to participate only on trips designated as "Family Trips" and must be accompanied by a responsible parent or guardian. Children 13 and up (when accompanied on the trip by a responsible parent or guardian) may be eligible for a week-long trip only upon the approval of the trip leader(s) and only if the trip has space 30 days after being offered to all club members. Unfilled trips will be open to any member of an EPSC club 30 days after being offered to FDSC members.

2. **CONFIRMATION AND PAYMENTS:**

- A. Sign-ups for all club trips must include a check payable to FDSC (no cash) for the initial deposit and a completed application form.
- B. Trips will be filled as follows: Trip Night sign-ups, then applications received via US Mail in the order of postmark date. Applications postmarked prior to Trip Night will be considered after Trip Night sign-ups. Following Trip Night, all applications will be processed in the order they are received.
- C. Trip applications with initial deposits received after the trip space has been filled will be placed on a waiting list in the order received and offered the next available space. Waiting list checks will be held and not deposited until space becomes available and is confirmed with the club member.
- D. The initial deposit amount and the schedule for the remaining payments will be stated in the official announcement of each trip. A \$10 per week late fee applies to all payments not received or post-marked by the due date. Repeated failure to make payments according to the stated schedule may be construed as a notice of cancellation, thus invoking the specified cancellation penalty and the loss of space on the trip.
- E. Returned checks will be subject to a \$25 penalty PLUS actual bank charges incurred by the FDSC. Further, the status of any participant whose check is returned will be determined to be unpaid until the original check and all related charges are satisfied.

3. **CANCELLATIONS:**

- A. If a trip participant cancels from a trip, it is the participant's responsibility, not the trip leader's, to find a replacement. The participant MUST contact the trip leader to give notification of their desire to cancel and get the names of those on the waiting list, who should be contacted in order to find a replacement.
- B. If no replacement is found, a cancellation fee of \$50 plus all non-refundable costs will be deducted from the deposit before any refund is made. Non-refundable fees include the per person cost budgeted for all group costs on the trip (bus, après ski parties, etc.), as well as any per person charges that are not refunded by the vendors involved (lodging, airfare, etc.). If a replacement is found, any administrative charges (name changes on tickets, etc.) will be charged to the person who cancelled. The \$50 cancellation fee may be waived if cancellation is due to a medical or family emergency, but all non-refundable costs will still be forfeited.
- C. Refunds will be issued after the trip has taken place and the trip leader's reconciliation has been completed.
- D. The FDSC shall not be responsible for trip cancellations or delays due to events or conditions not within actual control of the FDSC. In such an event, the Trip Director and trip leader will make every effort to recover any costs. To the extent that such costs are able to be recovered, appropriate refunds may be made to the trip participants at the discretion of the Trip Director and the Board of Directors. Trip cancellation/Interruption Insurance is recommended for protection against such events.

4. **ROOM REQUESTS:** Room requests should be specified on the application form. Although every effort will be made to honor these requests, we cannot guarantee them due to lodging configurations. Trip applicants are encouraged to sign up as a full unit. If the applicant does not have a full unit, they must be willing to accept and pay for the best available rooming option as determined by the trip leader.

5. **TRIP CHANGE POLICY:** The FDSC reserves the right to make changes in trip details where such changes are in the best interest of the FDSC. Neither the FDSC nor its representatives assume any obligation or responsibility for any matters not within their control. Any fuel surcharges, baggage fees, or other supplements added after the initial pricing of the trip at sign-up are the sole responsibility of each trip participant.

6. **ILLEGAL DRUGS AND ALCOHOL POLICY:** The FDSC and its members will strictly adhere to all state and federal laws regarding the use of alcoholic beverages and/or illegal drugs. As stated in the FDSC constitution and bylaws, membership may be revoked by the Board of Directors for behavior considered to be detrimental to the reputation of the club.

7. **TRIP PARTICIPATION:** FDSC-sponsored trips are a benefit of club membership and are reserved for club members only (except for EPSC members who). Non-members are not permitted to participate in trip activities or to be guests in lodging that has been arranged for and purchased by the club.

I, the Undersigned have read, understand, and will abide by all trip provisions and conditions as set forth in the official trip materials, the General Rules for all FDSC Trips, the Release of Liability, and the FDSC Bylaws and Constitution.

Print Name _____ Signature _____

Date _____