

VALLEY OF THE SUN SKI CLUB

Agreements and Policies

RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

I hereby appoint Valley of the Sun Ski Club, (hereinafter referred to as the "Ski Club") to perform necessary acts deemed desirable in connection with planning and coordinating any ski trips or other social/activity functions on my behalf. I understand the Ski Club acts as coordinator only and accepts no responsibility for the services of any person or agent, ski area, airline, or motor coach, hotel or condominium, or any organization whatsoever rendering any of the services or accommodations being offered on any trip or activity. Ski trip and other activity fees are based upon current tariffs and are subject to change without notice. The Ski Club accepts NO responsibility in whole or in part for any cancellations, delays, delayed departures or arrivals, missed plane or other carrier connections, loss, damage or injury to person or property, mechanical defect or failure of any nature howsoever caused, or for any substitution of hotels or common carrier, with or without notice or for any additional expenses occasioned thereby. I fully understand that the Ski Club is a voluntary association run by Volunteer Officers and Board Members who have no special or professional training in conducting ski trips and other activities. By participating in any event or function, I do not rely on the expertise of any director, officer, activity coordinator, legal counsel or the agents of any of the foregoing; delivery of goods and services as described is the responsibility of the contracted vendors. Further, I realize that skiing, as well as many other outdoor activities, has innate danger that may result in physical injury or death. I acknowledge that these risks may be known or unknown. Since safety is directly tied to my physical ability and skill to participate in any sport, I hereby release the Ski Club, its officers, directors, trip leaders and their agents from any liability in connection with any physical injuries or equipment damages I may incur in relation to my participation in any event. Further, I recognize, understand and agree that there may be alcoholic beverages provided, served or made available at any or all Ski Club functions, including the monthly meetings. I take full and unconditional responsibility for my own actions and those of my guests and any consequences thereof, foreseeable or unforeseeable as a result of the consumption of alcohol by myself or others and further agree to hold harmless and release the Ski Club, its officers, trip leaders and agents from any liability as a result of such actions and/or consequences. I acknowledge that alcoholic beverages will not be served to anyone under the age of 21. If under the age of 21, I agree that I will not consume any alcoholic beverages at any Valley of the Sun Ski Club functions. I do hereby release and forever discharge the Ski Club, its officers, directors, trip leaders and agents from any and every claim, demand or action of whatever kind of nature, either in law or in equity, arising from or by reason of any bodily injury or personal injuries, debt or property damage arising from any incident or accident which may occur as a result of participating in the Ski Club activities or any activities in connection with the Ski Club. Sun Trac Adventures LLC Trip participant acknowledges and understands that both Sun Trac Adventures LLC, herein referred to as "the Company," are acting as independent contractors for suppliers of goods and services such as hotel accommodations, transportation, meals, tours, events, etc. The Ski Club does not control in any way the activities of the Company or its agents and shall not be responsible for actions or omissions on the part of such suppliers which result in any loss, damage or delays, social or labor unrest, mechanical or construction difficulties, disease, local laws, climactic conditions, or any other actions, omissions or conditions outside the Company's control. By embarking upon his/her travel, the undersigned voluntarily assumes all risks and is advised to obtain appropriate insurance against them. Trip participants who choose to drive their own vehicles to and from these trip destinations or to

Initials: _____ / _____

participate in activities during scheduled times will not be covered under these terms and conditions during such travel. Your booking shall constitute consent to the above and an agreement, on your part, to convey this to travel companions. The undersigned, by engaging the Company, acknowledges these conditions and agrees

to hold the Company harmless in making arrangements on his/her behalf, and agrees that restitution or damages, if any are claimed, shall be sought directly from the suppliers. Valley of the Sun Ski Club / Sun Trac Adventures LLC POLICY ALL changes to trip arrangements must be coordinated with and approved by the Trip Liaison. FULL REFUND if cancellation is received more than 120 days before the departure date. NO REFUND if cancellation received within 120 days of the departure date, except as noted below. EXCEPTION: You will receive a full refund (less handling fee and direct cost incurred, if appropriate) if the Trip Leader can find a substitute who meets the sleeping arrangements and other requirements, as determined by the Trip Leader. Persons on the waiting list are given first priority. If the Trip Leader is unable to find a suitable replacement on the waiting list, the canceling party is free to find a replacement. The replacement must meet all of the Ski Club requirements and be approved by the Trip Leader. Since these are group travel arrangements, members do not have the option to sell their reservation without the approval of the Trip Leader. Cancellations within 30 days of departure will incur a \$25 handling fee payable to Sun Trac Adventures LLC and any other airline processing fee. THIS AGREEMENT SHALL CONTINUE TO BE BINDING ON THE UNDERSIGNED FROM THE DATE HEREOF FOR SUCCESSIVE YEARS UNLESS EXPRESSIVELY REVOKED AND TERMINATED IN WRITING BY THE UNDERSIGNED. THE UNDERSIGNED STATES THAT HE/SHE HAS CAREFULLY READ THE FOREGOING RELEASE AND HOLD HARMLESS AGREEMENT, SUN TRAC ADVENTURES LLC TERMS AND CONDITIONS, AND THE VALLEY OF THE SUN SKI CLUB/SUN TRAC ADVENTURES LLC CANCELLATION POLICY AND KNOWS THE CONTENTS THEREOF AND SIGNS THE RELEASE OF HIS/HER OWN FREE ACT. If participant is under the age of 21, a parent or guardian must also sign.

_____ NAME (please print) _____ Signature _____ Date _____

_____ NAME (please print) _____ Signature _____ Date _____

PLEASE INITIAL THE FIRST PAGE, SIGN THE SECOND PAGE, AND RETURN BOTH PAGES. KEEP A COPY FOR YOUR RECORDS.