

APPLICABLE STANDING RULES OF FLATLANDERS SKI CLUB, INC. (FSC)

1. TRIP PENALTIES:

- 1.1 All TSC and FSC trips will require a minimum deposit of \$50 if the total trip cost is \$1000 or less and \$100 if the total trip cost is over \$1000. Fifty percent of the deposit will be refunded if cancellation notice is given to the Trip Captain on or before the Trip Captain's published cancellation deadline based on his contract with the ski area or tour operator. Remaining deposits are not refundable after this deadline.
- 1.2 Participants canceling after the deposit refund deadline date will be refunded other trip payments less any penalties or charges imposed by the ski area, tour operator, airline, TSC and/or FSC. Any participant who fails to make the final payment by the published deadline for the trip will be deemed to have canceled.
- 1.3 All cancellation notices must be in writing and dated when delivered to the Trip Captain. If the cancellation notice is mailed, the postmark will serve as the effective date.
- 1.4 Participants eligible for a deposit refund will be refunded no later than thirty days after cancellation notice is received. Refunds of other payments will be made after all penalties and payments can be calculated and verified by the Trip Captain and Treasurer. In some cases this may be after the trip is complete, but must be done as promptly as possible. In no case will the participant be responsible for any penalties that have not been caused by his withdrawal from the trip.
- 1.5 No transfer of deposits or payments from one trip to another trip will be allowed.

2. NO SHOW:

- 2.1 If the Club encounters a cancellation situation prior to the departure of a trip, the trip participant is entitled to recover the entire cost of the trip less charges incurred by the Club as a penalty for cancellation of lodging, transportation, operating expenses and/or other commitments made on behalf of the trip participant. Refunds to any trip will be made upon receipt by the Club of the total refund due the Club by the resort, airline and/or other entity or as approved by the Board.

3. RESTRICTIONS:

- 3.1 Allowing a non-trip participants to occupy any rooms as a non-registered guest is strictly prohibited, and in violation of Club policy.
- 3.2 The illegal use of controlled substances and/or alcohol during Club trips, or any other official Club function, is in violation of Club policy and is strictly prohibited.
- 3.3 No substitution of trip participants shall be allowed without the knowledge and approval of the Trip Captain. New additions to the trip shall come from that trip's waiting list. The Trip Captain shall make all substitutions.
- 3.4 It is the policy of the Club not to allow the active solicitation of the general membership at a Club function or in the Club publication for any other than Club sponsored trips or activities without the consent of the Board.
- 3.5 No person may participate in a Club sponsored trip, or participant paid activity, without first completing a written and signed Release of Liability.
- 3.6 No person may sign up on a waiting list for a Club sponsored trip without being a member in good standing. A trip must be full before a waiting list can be started.
- 3.7 A Club officer, Director or Director(s) of Trips shall not accept a gratuity in excess of \$25 from a vendor without giving notice to the Board.

4. WEATHER:

If a trip should be "weathered-in" the additional lodging expenses will be left up to the individual. The Trip Captain will assist in making accommodation arrangements. The collection of the extra lodging will be left up to the lodging management.

5. NON-SKI TRIPS / ACTIVITIES:

Reservations for participation in such activities may require full payment, instead of a deposit fee.

APPLICATION FOR MEMBERSHIP AND RELEASE OF LIABILITY

I certify and recognize that FSC is a non-profit organization, run entirely by volunteers who may not have special training or experience at conducting trips or other activities and I do not rely on the expertise of any director or officer or their appointed representative in conducting trips or activities. I am aware that FSC carries no insurance nor maintains a reserve for liability.

I wish to participate on this trip or activity because FSC provides me with the economics and discounts of group purchasing power, social interaction with compatible individuals, and does all the planning and reservation work for me.

In consideration of the above, I, for myself, my heirs, executors and assignees do hereby release and discharge FSC, its directors, officers and any other person appointed by the club, from all claims, damages, demands or actions whatsoever in any manner arising from my participation on this trip or activity. I agree that I am solely responsible for my personal safety and conduct. I also agree to indemnify and hold harmless FSC, its directors, officers and agents, or contractors from any loss, cost, or expense, incurred by, or attributable in any way to me, in connection with this trip or activity.

I also certify that I have read, I understand, and I agree to abide by, all the Bylaws and Standing Rules of Operation of FSC. I understand that payment made for trips or activities may not be refundable, in whole, or in part, and that all payment will be handled in accordance with the applicable provisions of the Bylaws and Standing Rules of the Flatlanders Ski Club.

I hereby appoint FSC, its directors, officers to act on my behalf to perform all acts and to enter into, any, and all contracts as may be deemed desirable in connection with this trip or activity. I understand FSC acts only as coordinator and accepts no responsibility for the services of any person, ski area, resort, airline, motor coach, hotel or any organization whatsoever rendering any of the services or accommodations being offered on this trip or activity. Trip and activity fees are based on current tariffs and are subject to change without notice. FSC accepts no responsibility, in whole or in part, for any delays, delayed departures or arrivals, missed plane or other carrier connections, loss, damage, or injury, to person or property, mechanical defect or failure to any nature, however caused, or for any substitution of hotels or common carrier, with or without notice, or for any additional expenses occasioned thereby.

APPLICANT'S SIGNATURE:

DATE:

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DATE: