## **TEEN WAIVER - 2013-2014**



## 2291 Via De Mercados, Unit D, Concord, CA 94520

925-680-4386 Fax 925-687-1433

## Participant's Name \_

Age

This WAIVER, RELEASE & INDEMNITY AGREEMENT is valid for any and all Bay Area Ski Bus Trips between Nov. 15, 2013 and May 31, 2014.
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:

- a. Obscene language or vulgar actions. d. Possession or use of any tobacco product, alcohol, illegal drug or weapon
- b. Destruction or damage of any other person's property e. Failure to be on time for trip check-in times, including departure(s), and/or curfews.\*

c. Any disrespectful act towards staff, volunteers, drivers, member of the public or other participants. \* 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

\* 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.

3. 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.

4. 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. 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 we may incur/lose as a result of a trip cancellation.

5. 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 bus portion. There are NO Credits for "Bus Only" registrations NOR Cancellations within 24 hrs of the trip or if we miss the bus.

6. 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, I 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 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.

7. 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 your child 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.

8. In the event of any emergency at any time during the Trip involving my child's physical well-being or health, I AUTHORIZE BASB and trip leaders to secure from the ski trip location 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.

9. 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 17 seasons, this has never happened.

10. I ACKNOWLEDGE AND UNDERSTAND that BASB Trips, a service of RCI., 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/we 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/we also understand that potential injuries include strains, sprains, breaks, cuts, punctures, abrasions, broken limbs and even accidental death. I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS AND THAT MY CHILD COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY ALLOWING MY CHILD TO PARTICIPATE IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED, AND AGREE TO ASSUME ANY AND ALL RISKS OF PROPERTY DAMAGE, PERSONAL INJURY, AND DEATH.

11. As consideration for being permitted by BASB to participate in the Activities, I hereby AGREE to forever release and discharge BASB, RCI, its agents, owners, shareholders, directors, partners, employees, volunteers, hosts, participants, subsidiaries, related and affiliated entities, successors, and assigns (the "Released Parties"), on behalf of myself, my spouse, my children, my parents, my heirs, assigns, agents, personal representative, and estate, for personal injury, property damage, or death related to (1) my child's participation in the Activities, (2) the alleged negligence or other acts, whether directly connected to the Activities or not, and however caused, by any Released Party, and (3) the condition of the premises where the Activities occur, whether or not my child is then participating in these Activities.

12. I AGREE to indemnify and defend BASB and RCI against all claims, causes of actions, judgments, damages, attorneys' fees, and any and all other costs or expenses, which may in any way arise from my child's participation in the Activities.

13. 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.

14. No term of this Agreement may be changed or waived in any way, and any such purported waiver or amendment or modification, whether by telephone, facsimile or email or otherwise, is ineffective and null and void, unless approved in advance by an authorized person within BASB.

15. I HERE AFFIRM THAT I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR NAMED ON THIS REGISTRATION, AND I HAVE READ THIS DOCUMENT, AND I UNDERSTAND AND AGREE TO ITS CONTENTS.

Signature of Parent	Date	Home #	Parent Cell #
Health Insurance Provider	Plan #	Emergency Contact	Phone#