

# Trip Agreement

Please read and in designated question on the application, answer that you have read this document.

The undersigned participant applies to participate in the Stark County Ski Club (SCSC) trip described below, subject to the following conditions:

## **1. PAYMENTS:**

Trip deposits will vary per trip and must be paid and submitted along with this signed "Trip Agreement and Application" (below). Balance shall be due & payable in accordance with payment schedules established by SCSC & described in the trip description in "Tips & Tails", the club newsletter, or on the club website [www.starkcountyskiclub.org](http://www.starkcountyskiclub.org). Charges may be added for supplemental costs such as fuel surcharges, taxes, single supplement for room and airport departure changes to the price of the trip. All payment checks shall be payable to "Stark County Ski Club" & sent to trip leader noted.

## **2. WITHDRAWAL & CHANGE:**

Stark County Ski Club (SCSC) may withdraw any trip from its schedule at any time; may refuse to accept or refrain any person as a participant at any time for any reason; and may change the itinerary at any time.

## **3. RESPONSIBILITY:**

Stark County Ski Club & TimkenSteel are acting gratuitously for the applicant and shall not be responsible or liable for any loss of or damage to any baggage, property, or for any loss, injury, death, accident, delay, inconvenience or any other loss occurring during or occasioned by an applicant's participation in any trip, and as a result of any actual or alleged negligence of SCSC or any SCSC member or officer.

## **4. IDENTIFICATION:**

Participants are responsible for any required identification for travel. This may include, but not limited to, an up to date and valid passport, visa, drivers license or proof of identification and citizenship.

## **5. MINORS:**

Any minor's participant's "Trip Application & Agreement" must be co-signed by his/her parent or legal guardian. The minor must be accompanied on the trip by a parent or legal guardian or their designee who shall be wholly and fully responsible for said minor's conduct and well being.

## **6. CANCELLATION & REFUNDS:**

- A). Cancellation by participant means & includes: failure to abide by terms of this agreement, notice of intent to cancel; failure to make timely payments; failure for any reason to meet the departure or return of the trip.
- B). When SCSC cancels or withdraws a trip, the participant shall be entitled to a full refund unless such cancellation or withdrawal is necessitated or caused, in whole or part, by participant's cancellation or failure to make timely payments.
- C). Where participant cancels more than 30 days before departure of a 1-day or multi-day trip or more than 60 days before the departure of a longer trip, then participant shall be responsible for a cancellation service charge of not less than \$10.00 & any fees charged by an airline if seats have already been ticketed.
- D). Where participant cancels less than 30 days before the departure of a 1-day or multi-day trip or less than 60 days before the departure of a longer trip and where the trip departs full or where participant provides an immediate replacement who completes this agreement, then participant shall receive a full refund less the cancellation service charge & any fees accessed because of the name change. If the trip departs unfilled and the participant has not provided a replacement, then the participant may be entitled to a partial refund less any amounts pre-paid by SCSC for participant's unused transportation, lodging, meals, lifts or amenities and less the cancellation service charge. If the applicant cancels and the trip departs unfilled, the applicant will be refunded the amount of any un-purchased lift tickets. Transportation, lodging and other special costs may NOT be refunded. Specific trip circumstances will determine if any refund of these costs are possible. In any case, the participant is responsible to SCSC for any amounts paid out by SCSC over and above payments made by participant. Any pre-paid expenses that are not refunded to the club by the airlines, resorts, etc. are not subject to be refunded to participant. For 1- week or longer trips, it is advised to purchase trip insurance for refunds. SCSC may modify or change balance due dates & cancellation deadlines to accommodate its payments to airlines, lodges, bus companies and travel agents.

## **7. ELIGIBILITY:**

Participation in this trip is first available to SCSC members. After 30 days, trip will be open to new members. Membership must remain current throughout the ski season travel period.