

Trip Agreement

I acknowledge that I have read, understand, and agree to the terms of this application document in the check box. 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). The 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. Charges may be added for supplemental costs such as fuel surcharges, taxes, a single supplement for a room, and airport departure changes to the price of the trip. All payment checks shall be payable to the "Stark County Ski Club" & sent to the 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. **Any detrimental conduct of a participant on any trip, may result in membership revocation by executive committee (in accordance with Article III Membership, Section D Membership Revocation, Section D-2).**

3. RESPONSIBILITY:

Stark County Ski Club & Timken Steel 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, illness, 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 or due to any circumstances beyond the control of SCSC or any SCSC member or officer.

4. IDENTIFICATION:

Participants are responsible for any required identification for travel. This may include but is not limited to, an up to date and valid passport, visa, driver's 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 wellbeing.

6. CANCELLATION & REFUNDS:

- A). Cancellation by participant means & includes failure to abide by terms of this agreement, a 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 the 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 the participant provides an immediate replacement who completes this agreement, then the 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 is possible. In any case, the participant is responsible to SCSC for any amounts paid out by SCSC over and above payments made by the participant. Any pre-paid expenses that are not refunded to the club by the airlines, resorts, etc. are not subject to be refunded to the participant. For a 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.

E). If week trip is being run by a tour operator, the tour operator's trip agreement governs on the cancellation and refunds

7. ELIGIBILITY:

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