

**Winston-Salem Ski & Outing Club P.O. Box 24304 Winston-Salem, NC 27114-4304**

**Trip Application**

*PLEASE PRINT CLEARLY. Applicants of same household may use one form. Use 2<sup>nd</sup> form for larger household.*

**Trip Destination** \_\_\_\_\_ **Trip Dates** \_\_\_\_\_

Name #1 \_\_\_\_\_ [ ] Male [ ] Female [ ] Non-smoker [ ] Smoker

Name #2 \_\_\_\_\_ [ ] Male [ ] Female [ ] Non-smoker [ ] Smoker

Minor's Name \_\_\_\_\_ Age \_\_\_\_\_ [ ] Male [ ] Female Guardian \_\_\_\_\_

Minor's Name \_\_\_\_\_ Age \_\_\_\_\_ [ ] Male [ ] Female Guardian \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home phone: \_\_\_\_\_ Work phone: \_\_\_\_\_ Mobile phone: \_\_\_\_\_

Email #1: \_\_\_\_\_ ; Email #2: \_\_\_\_\_

**Eligibility** [ ] I/we are Member(s) in Good Standing of [ ] WSSOC [ ] \_\_\_\_\_  
Authorized Club in Crescent Ski Council

**Roommate/Lodging mate(s)**

[ ] Please assign \_\_\_\_\_ as my roommate/lodging mate(s).

[ ] Trip Leader please assign a roommate/lodging mate(s) for me.

Special request \_\_\_\_\_

**Form of payment enclosed** \_\_\_\_\_ and amount \$ \_\_\_\_\_

**Emergency Information.** List general medical information, allergic reactions that Trip Leader should be aware of (note: provide medical information that is confidential in nature via sealed envelope to the Trip Leader at the time of the trip): \_\_\_\_\_

In case of emergency, please contact \_\_\_\_\_ [ ] relative [ ] friend  
at Daytime phone \_\_\_\_\_ . Evening phone \_\_\_\_\_ . I/we grant permission  
for Trip Leader to authorize emergency care for me/us if the need arises and the emergency contact person cannot be reached  
and will hold Trip Leader harmless from any damages resulting from such care. Initials: \_\_\_\_\_

**Release of Liability and Hold Harmless Agreement**

I understand that the Winston-Salem Ski and Outing Club, Inc. (WSSOC) is a voluntary association operated by volunteer Officers, Board of Directors, Directors and Trip Leaders who have no special or professional training in the leadership and organization of Trip. I release WSSOC, its Officers, Board of Directors, Directors, Trip Administrators, Trip Leaders and Members from, and agree to hold them harmless from, any liability in connection with Trip. I agree for myself, my heirs, executors and administrators to waive any claims or rights against them and not to pursue any legal action against them, for any harm, loss, personal injury whether mental or physical, or death suffered by me in connection with Trip, including, without limitation, all transportation, accommodation, skiing, snowboarding, sport, social, or other activity. I acknowledge on behalf of myself and all minors represented herein and for whom I am responsible, that participation in Trip is potentially dangerous, I know that there are risks and dangers involved, and I hereby assume all the risks, known and unknown.

I have completed this document in good faith. I understand this Agreement, the Terms and Conditions which form a part hereof (whether printed on reverse, or separately (e.g. printed page, via email, web or internet)), Trip Description and all other applicable rules of WSSOC, and agree to abide by their respective provisions. I am signing this document granting this release and am participating in Trip voluntarily. My signature indicates I represent all persons listed on this Trip Application.

Applicant/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **Terms and Conditions**

**Definitions.** "WSSOC" is the Winston-Salem Ski and Outing Club, Inc. "BOD" is the Board of Directors, the governing body of WSSOC. "Member" and "Members" refer to membership in WSSOC or to members of Authorized Clubs of the Crescent Ski Council, Inc. ("CSC"). "Trip" refers to any activity for which WSSOC requires the submittal of "Trip Application." "Terms and Conditions" form a part of Trip Application whether printed on reverse or separately (e.g., printed page, via email, web or internet). "Ski Weekend", "Overnight Trip" and "Weekend Trip" refer to any Trip that includes one to three nights lodging (whether or not lodging is provided by WSSOC). "Ski Vacation," "Ski Week" and "Week Trip" refer to any Trip that includes four or more nights lodging. "Applicant" seeks to become "Participant" on Trip. "Minor" is Applicant or Participant under eighteen (18) years old. "Guardian" is an adult Member Applicant or Member Participant who is responsible for Minor. "Good Standing" means Applicant or Participant has no unresolved issue of financial responsibility, personal behavior (including on Trip) or any other dispute with WSSOC, CSC or Authorized Club of CSC. "Eligible" and "Eligibility" refer to requirements that Applicant or Participant remain in Good Standing, provide all required information and make all Payments on time. Eligibility for Ski Vacation (or other Trip as may be specified in Trip Description) includes being a Member of WSSOC or an Authorized Club of CSC. "Agent" is a professional Travel Agent or official representative of any entity with which WSSOC arranges any part of Trip. "Trip Leader" is Member, official representative of WSSOC, and Participant on Trip. Trip Leader as used herein may also refer to Trip Administrator. "Trip Administrator" is Member, official representative of WSSOC.

**WSSOC's Responsibilities.** WSSOC is not a professional agent or tour operator. WSSOC maintains records of Eligibility and ensures that Trip Leader and, or, Trip Administrator manages Trip according to WSSOC policy. WSSOC may accept onto Trip or remove from Trip at any time, any Applicant or Participant as necessary. WSSOC is not responsible for personal injury or property damage or loss resulting from failure to perform, or negligence, of any Agent. WSSOC shall not be bound by, and reserves the right to correct, any errors or omissions, whether oral or written, and will not be responsible for others' errors or omissions.

**Agent's Responsibilities.** Agent acts on behalf of Applicants and Participants and arranges and provides services specified as Trip, or part thereof. Agent is not responsible for personal injury or property damage or loss resulting from negligence of any other Agent. Agent can provide information about Trip Cancellation and Health and Accident Insurance upon request.

**Trip Leader's Responsibilities.** Trip Leader is not a professional in the travel business and does not have professional skill relating to any of the activities associated with Trip. Trip Leader administers and coordinates Trip, communicates with Agent, manages Waiting List and enforces Cancellation and Refund Policy.

**Applicant's, Participant's, Guardian's and Minor's Responsibilities.** Applicant or adult Participant establishes and maintains Eligibility; completes and signs Trip Application and submits it, and Payment(s), to WSSOC or to Trip Leader or to Trip Administrator. Participant conducts himself or herself in a manner respectful of (a) applicable laws, (b) Participants and their property, (c) providers of services and their property and (d) the general public and their property. Participant shall cooperate with instructions provided by Trip Leader. Participant takes part in activities of their own free will, in a safe manner according to his or her ability, physical and mental condition, equipment, terrain and weather so as not to endanger anyone. Guardian ensures that Minor understands risks and complies with Responsibilities. Guardian accompanies Minor on Trip.

**Trip Description.** Trip Description is a written summary of information pertaining to Trip; available in WSSOC newsletter, other separate document, email or WSSOC web page, and includes Trip Price and may include Payment Schedule and Cancellation and Refund Policy.

**Trip Price.** Trip Price includes features described in Trip Description and may include, without itemization, contingencies and sums deemed necessary by WSSOC in connection with administrative expenses or providing the goods and services comprising Trip. Trip Price is based on two Participants in a private bedroom (double occupancy) unless otherwise specified. WSSOC guarantees Trip Price provided Applicant or Participant meets Payment Schedule and there are no changes to Trip Price that are beyond control of WSSOC or Agent. If Trip Price must increase more than twenty percent of original Trip Price for any reason, Participant may accept increase or cancel and receive a full refund. WSSOC may retain, or return to Participant at WSSOC's sole discretion, any unspent portion of the Trip Price, cost saving or unspent contingency, or portion thereof.

**Payment, Payment Schedule.** Payment shall be in the form of cash, personal check or money order made payable to WSSOC unless specified otherwise. First Payment shall accompany Trip Application. Additional Payments shall be made according to Payment Schedule. Applicants on Waiting List, and Participants, shall make Payments according to Payment Schedule.

**Waiting List.** Trip Leader places Applicant on Waiting List. When Trip Leader determines Applicant is Eligible and a suitable place is available on Trip, Applicant becomes Participant. Trip Leader shall manage Waiting List in the best interest of WSSOC.

**Roommate, Lodging-mates ("Roommate").** Trip Leader shall assign Participant as Roommate based on availability of rooms, beds and bathrooms. Roommates may have to share bathrooms. WSSOC encourages, and will try to honor, requests by Applicant on Trip Application for Roommate. Trip Leader will try to make compatible assignments if Roommate is not requested. Trip Leader may change assigned Roommate as needed to fill Trip. Participant may not reassign, replace or displace Roommate without permission of Trip Leader.

**Smoking/Non-Smoking.** Participant shall comply with all applicable smoking laws, rules and policies. WSSOC prohibits smoking on transportation provided for Trip and in included lodging and indoor activities. Except, where smoking in lodging is not otherwise prohibited, it is permitted when lodging-mates unanimously and expressly agree.

**Cancellation and Refund Policy.** WSSOC may cancel Trip for any reason. WSSOC and Agent are not responsible for inconvenience or harm of any kind in event that Trip is canceled. If Trip is canceled, Applicant on Waiting List or Participant shall receive full refund. There shall be no refund for failure to use services included in Trip Price. Applicant who cancels from Waiting List shall receive full refund. Cancellation and Refund Policy shall apply to Participant who cancels from Trip. Trip Leader shall calculate non-recoverable moneys. Trip Leader will attempt to fill position with Applicants from Waiting List. Applicant or Participant may not substitute for their self in any part of Trip without express approval of Trip Leader. WSSOC may, at its sole discretion, pay any refund due before or after the Trip.

**Complaints or Disputes.** Complaints or Disputes before or during Trip should be discussed with the Trip Leader or Administrator. Trip Leader may defer to local security or law enforcement officials. Submit other Complaints or Disputes in writing to BOD. BOD will respond.