

- 2022-23 Ski Season - Hold Harmless Agreement

The undersigned (print name) _____ intended to be legally bound here and as a condition of membership in the SOUTH JERSEY SKI CLUB (hereinafter referred to as Club) do hereby release and fully discharge said Club, the members, instructors, officers and representatives thereof, from all claims, liability, obligations, cause of action or demand that I or my administrators, executors, heirs or assigns may at any and all times hereafter have or obtain, due to, or as a result of any social activity, physical or athletic activity, or physical instruction or sport conducted or carried on by or for the Club or in which the Club participated or is engaged in, either by itself or with others, or occurring while I am on any premises or property occupied or used by the Club.

Members are expected to follow the Club code of conduct as stated in the Club Constitution. *

- I further, intending to be legally bound, hereby and as a condition of my membership, do agree to indemnify and save harmless said Club, its members, instructors, and representatives from any liability imposed upon it or them as a result of any act committed or omitted by me during or arising out of or as a result of any act, by itself or with others, or occurring on any premises or property occupied or used by the Club.
- I further, release the Club, its members, instructors, and representatives, from all claims or liability for any property or valuables lost, mislaid, or stolen.
- I sign this fully realizing that my participation or engagement in the activities of the Club may subject me to personal injury or bodily harm. I further, having read the foregoing and fully understand the contents of the release indemnity.

This Agreement shall remain in effect through 12/31/23.

This agreement shall be construed in accordance with the laws of the State of New Jersey and the parties hereto agree that venue shall be in Burlington County, New Jersey.

LEGAL SIGNATURE _____ Date _____

*The SJSC may, in its sole and absolute discretion, refuse a person membership, deny, terminate or suspend membership, for any reason other than reasons prohibited by law. Appropriate behavior from members and guest during Trips, Meetings and Events shall be adhered to at all times.

South Jersey Ski Club, 2022-23 Ski Trip LIABILITY RELEASE, INDEMNITY AGREEMENT, AND POLICIES AND PROCEDURES

- I am 21 years of age or older
- I acknowledge that skiing, ski racing, and other outdoor and indoor sport related activities are HAZARDOUS activities and that I have made a voluntary choice to participate in those activities despite the risks that they present. In consideration of my being permitted to participate in the event named on this form, I agree to ASSUME ANY AND ALL RISKS OF INJURY OR DEATH which might be associated with or result from my participation in a SJSC event.
- I agree to RELEASE FROM LIABILITY and to INDEMNIFY AND HOLD HARMLESS the organizers and sponsors of this event, the tour operator, South Jersey Ski Club (SJSC), its officers, board members, trip leaders or volunteer supporters for any damage, injury, or death to myself or to any person or property, whether caused by their NEGLIGENCE or for any other reason, in any way connected with my preparation, practice for or my participation in a SJSC event.
- I have carefully read and understand this agreement and all its terms. I understand that this is a RELEASE OF LIABILITY, which will legally PREVENT me or any other person from filing suit or making any other legal claim for damages in the event of my death or any injury to me. I nevertheless enter into this agreement freely and voluntarily and agree that it is binding upon me, my heirs, assigns, and legal representatives.
- I acknowledge that any member, while present with a club trip or activity, who participates in any activity that is illegal, or detrimental to property or the safety of others, may be expelled from the activity/trip at the sole discretion of the trip leader. If expelled, the member shall be responsible for his/her return home at their own expense. Expulsion from a trip may, at the sole discretion of the Board of Directors of SJSC voting at a regular or emergency meeting, result in expulsion from any and all future SJSC events, pending a full hearing according to the club's Constitution.
- I acknowledge I have been informed that travel insurance is available and recommended should I desire to purchase it.
- I understand checks must be made payable to "SOUTH JERSEY SKI CLUB or SJSC" and show the name of the event in the memo section and that invalid checks subject me to payment of returned check charges. I also understand it is my responsibility to meet the requirements of the payment schedule for the trip.
- I hereby grant South Jersey Ski Club permission to use my likeness in a photograph, video, or other digital media ("photo") in any and all of its publications, including web-based publications, and to use any photographs or video I submit to SJSC or post on any of its social media sites, without payment or other consideration.

- I acknowledge the South Jersey Ski Club may, in its sole and absolute discretion, refuse a person membership, to deny, terminate or suspend any membership, for any reason, other than for reasons prohibited by law. Appropriate behavior from it's members, guests, and invitees during any trips, club meetings, and sponsored events shall be adhered to at all times.
- I acknowledge that all pricing is per person based on double occupancy. If I do not select a roommate, the club will try to match me with a roommate. I will not have a choice in the selection of my roommate if the club finds one for me. If the club is unable to find a roommate for me or I refuse the roommate I will be responsible for single supplement charges.
- I acknowledge that the club cannot guarantee any specific accommodations whether hotel, air or otherwise. Time and schedules are subject to change. Due to group size, flights and lodging may be divided and vary among trip participants.
- I agree to release South Jersey Ski Club from all claims and liability resulting from exposure to disease causing organisms, such as COVID-19, associated with traveling and skiing.
- I acknowledge that amenities such as Happy Hours, Welcome Receptions and Buffet breakfasts cannot be guaranteed and may be changed due to public health circumstances.
- I understand the cancellation policy as stated for this trip. If this trip is cancelled due to Vendor Bankruptcy, Pandemic, Force Majeure, South Jersey Ski Club cannot assure that refunds will be issued to trip participants. It is recommended (if available) to purchase trip insurance covering such.
- I understand South Jersey Ski Club cannot be held responsible for additional costs incurred due to circumstances beyond its control (i.e. breakdowns or weather requiring layovers, fuel surcharges, currency fluctuations, airline baggage fees, etc.). These costs are the responsibility of each individual. Trip insurance is recommended.

This agreement shall be construed in accordance with the laws of the State of New Jersey and the parties hereto agree that venue shall be in Burlington County, New Jersey.

My signature below verifies that I have read, understood, and fully accept all statements and conditions as noted on this Liability Release, Indemnity Agreement and Policies and Procedures form and agree to be bound by it.

I sign this registration form fully realizing that my participation or engagement in the activities of the club may subject me to personal injury or bodily harm. I understand that I must submit the signed Liability Release, Indemnity Agreement and Policies and Procedures form in order to complete my membership application.

Print Name _____

Legal Signature _____

Date _____