

## **UP THE CREEK TERMS of PARTICIPATION October 2018**

### **RELEASE of LIABILITY**

I certify that I am at least 21 years of age and attest that my physical condition is adequate to safely participate in an Up the Creek Ski and Recreation Club activity in which I choose to participate. In consideration of UTC permitting me to participate in club activities, I agree that I will not sue, or otherwise make any claim against, UTC or any of its officers, directors, agents, trip leaders, or volunteers for death, injuries, loss, or damage to persons or property resulting from the negligence or other acts, however caused, by any officer, director, agent, trip leader, or volunteer of UTC as the result of my participation in any UTC related activities, including sports, social activities, and all transportation incident to such activities related to UTC. I also hereby release and discharge UTC, its officers, directors, officers, agents, trip leaders, or volunteers from all action, claims, or demands for myself, my heirs, or personal representatives for death, injury, loss, or damage to persons or property resulting from my participation in any UTC activities including sports, social activities, and all transportation incident to any UTC related activities, unless such death, injury, personal damage, or property damage results from willful conduct. The terms of this release shall also be binding to any other persons or members of my family, including any minors who may accompany me. Participants also agree and authorize Up The Creek to take photographs, audio tapes and/or videotapes of them at this event and to display or utilize such photographs, audio tapes and/or videotapes at Club Meetings, in Club publications and member materials and in any advertisements or solicitations whether directed to existing or future Members or to specific individuals or group of individuals via any medium, including print, radio, television, Internet and telephonic means. All Participants hereby release Up the Creek from all liability for any such use or publication. By signing up for any Up the Creek trip and paying the fees, you agree to conduct yourself in accordance with the above "Up the Creek Terms of Participation". Failure to do so may result in being banned from future Up the Creek trips, and in serious cases, from the Up the Creek Ski Club.

### **UP THE CREEK MEMBERSHIP POLICY**

If purchasing a club membership, I certify that I am at least 21 years of age and attest that my physical condition is adequate to safely participate in an Up the Creek Ski and Recreation Club (herein referred to as "UTC") activity in which I choose to participate. In consideration of UTC permitting me to

participate in club activities, I agree that I will not sue, or otherwise make any claim against, UTC or any of its officers, directors, agents, trip leaders, or volunteers for death, injuries, loss, or damage to persons or property resulting from the negligence or other acts, however caused, by any officer, director, agent, trip leader, or volunteer of UTC as the result of my participation in any UTC related activities, including sports, social activities, and all transportation incident to such activities related to UTC. I also hereby release and discharge UTC, its officers, directors, officers, agents, trip leaders, or volunteers from all action, claims, or demands for myself, my heirs, or personal representatives for death, injury, loss, or damage to persons or property resulting from my participation in any UTC activities including sports, social activities, and all transportation incident to any UTC related activities, unless such death, injury, personal damage, or property damage results from willful conduct. The terms of this release shall also be binding to any other persons or members of my family, including any minors who may accompany me.

I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND UTC AND ITS OFFICERS, DIRECTORS, AGENTS, TRIP LEADERS, AND VOLUNTEERS, AND I SIGN IT OF MY OWN FREE WILL.

### **UP THE CREEK TRIP REFUND POLICY**

Up The Creek, herein referred to as "UTC", has a No Refund Policy for trips with the exception of personal injury to you with doctors involvement, death in the immediate family (parents, siblings, children, grandparents), or when the trip is sold out. Only the trip leaders can sell your spot. You would then be refunded the amount that you paid less a \$20 service charge. If your amount paid is less than \$200 then the service fee is \$10. Once approved please allow up to 30 days for refund checks or credit card refunds to be issued. Let your trip leader(s) know as soon as possible if you need to cancel. Under no circumstances may a participant advertise their trip for sale.

### **BUS CANCELTION REFUND POLICY**

#### ***Cancelation Policy***

If you sign up and pay for a day bus and you can't make it for any reason, please call, email, or text the bus leader to cancel, and UTC will transfer your payment to a different day bus. Please give the trip leaders as much notice as possible and UTC will do its best to accommodate you. If you are sick with a cold or flu, we do not want you on the bus! No Sickies!! You can call, text or

email the bus leader to cancel for sickness as late as 6 am the day of the bus. You do have to contact us to get credit for that day bus, simple "No Shows" will forfeit their payment.

### ***Refunds***

Up The Creek's policy is to hold ski bus refunds until the end of the ski season. If you have paid for a day bus and can't make it, or if the bus is cancelled, UTC will hold your payment for another current ski season day bus. At the end of the ski bus season, any individuals with any outstanding day bus credits will be issued a refund check.

### **UP THE CREEK ROOMMATE DISCLAIMER**

*Double occupancy is standard on all trips.* UTC attempts to honor roommate and rooming requests, but they are not guaranteed. ***Final room assignments are at the trip leader(s) discretion as room assignment changes may be required up to the time of trip departure.*** In some instances, trip participants may be assigned to room with a person they do not know, or may have to share a bed with a person they do not know of the same sex. If you do not wish to share a room or bed, single rooms may be available at additional cost. There may be instances when a trip participant must pay for single occupancy in order to go on the trip. Please check with the trip leader(s) for more information.

### **TRIP CODE OF CONDUCT**

#### ***Beds***

Trip leaders work very hard to accommodate everyone's room requests. This is a very difficult task when working with a specific set of condo rooms and bedding configurations along with a constantly changing list of trip members. ***When attending an Up the Creek event everyone must keep to the room and bed assignments.*** If for some reason when the accommodations are different than expected or unacceptable, please work with the trip leaders to resolve the issue. Please do not take the issue into your own hands and do not move into the condo.

#### ***Guests***

Guests are not permitted without the prior approval of the trip leader and must include appropriate payment. Under no circumstances may a participant invite someone to stay in a unit without the permission of the trip leader. Any club banned members are not allowed in the rooms, condos, vehicles or other club rented facilities.