

# ORLANDO SKI AND TRAVEL CLUB RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

I and my family do hereby appoint the ORLANDO SKI AND TRAVEL CLUB ("Club"), its officers and agents, as our agent to perform all acts and to enter into all contracts as may be deemed desirable in connection with any trip or Club activity. I UNDERSTAND THAT THE CLUB ACTS ONLY AS COORDINATOR AND ACCEPTS NO RESPONSIBILITY FOR THE SERVICES OF ANY PERSON, SKI AREA, AIRLINE, MOTOR COACH, AUTO RENTAL, HOTEL, TRIP DESTINATION, OR ANY ORGANIZATION WHATSOEVER RENDERING ANY OF THE SERVICES OR ACCOMMODATIONS BEING OFFERED ON ANY TRIP. Club Trip and other activity fees are based upon current costs and tariffs and are subject to change without notice. THE CLUB ACCEPTS NO RESPONSIBILITY IN WHOLE OR IN PART FOR ANY DELAYS, DELAYED DEPARTURE OR ARRIVAL, MISSED PLANE OR OTHER CARRIER CONNECTIONS, LOSS, DAMAGE OR INJURY TO PERSON OR PROPERTY, MECHANICAL DEFECT OR FAILURE OF ANY NATURE HOWSOEVER CAUSED, OR ANY SUBSTITUTION OF HOTELS OR OF COMMON CARRIER, WITH OR WITHOUT NOTICE, OR FOR ANY ADDITIONAL EXPENSES OCCASIONED THEREBY. We fully understand that the Club is a voluntary association run by volunteers who have no special training in conducting trips or other activities. By participating, we do not rely on the expertise of any director, officer, activity coordinator or the agents of any of the foregoing. WE AGREE THAT WE ARE SOLELY RESPONSIBLE FOR OUR PERSONAL SAFETY AND CONDUCT, AND FOR MEETING ALL PAYMENT DEADLINES. Should we miss departure, we understand that we may not be able to recover any part of our trip or activity payment. WE AGREE TO INDEMNIFY AND HOLD HARMLESS THE CLUB, ITS DIRECTORS, OFFICERS AND AGENTS OR CONTRACTORS FROM ANY LOSS, COST OR EXPENSE INCURRED BY OR ATTRIBUTABLE IN ANY WAY TO US IN CONNECTION WITH ANY TRIP OR OTHER ACTIVITY. We agree to abide by the bylaws, rules, policies and regulations of the Club and the Trip and Activity Coordinators in connection with any trip or other activity. By clicking the 'accept' check box on this form below or on any online registration screen I confirm that I have read the above statements and agree to these terms as stated. *Contributions and gifts to the Orlando Ski and Travel Club are not deductible as charitable contributions for Federal Income Tax purposes. (Section 6113 IRS Code).*

*Revised July 5, 2018*

## ORLANDO SKI AND TRAVEL CLUB GROUP TRIP AND EVENT CONDITIONS AND POLICIES

**ELIGIBILITY ....** Participation in any trip is limited to those persons who are current members of the Orlando Ski and Travel Club (OSTC). Trip deposits must be accompanied by a completed Orlando Ski and Travel Club online trip application.

**CANCELLATION POLICIES ....** Cancellation by a participant prior to the established cancellation date noted on the individual's trip application or trip information sheet shall result in a \$100.00 per person cancellation fee. Cancellation after the established cancellation date shall, in addition, result in forfeiture of whichever is greater, the deposits and monies paid, or the total cost to the Orlando Ski and Travel Club or travel agency of such cancellation. Please check with your Trip Leader for total forfeiture amount. Some trips have more restrictive cancellation provisions than others, and it is the trip applicant's responsibility to understand the exact established cancellation date and cancellation policies of his or her trip.

**PAYMENT DUE DATES ....** Must be observed. ***ALL SCHEDULED PAYMENTS MUST BE RECEIVED ON OR BEFORE THE STATED DUE DATES*** as noted on trip or event flyers and the club web site, or you will be considered cancelled and applicable cancellation fees will be assessed.

**FORM OF PAYMENT ....** All payments by check are to be made payable to the Orlando Ski and Travel Club, unless otherwise stated on the individual trip or event information sheets. A single, full payment will be charged at the time of trip or event registration when paying by credit or debit card.

# ORLANDO SKI AND TRAVEL CLUB GROUP TRIP AND EVENT CONDITIONS AND POLICIES *(continued)*

**METHOD OF REFUND** ... All refunds deemed appropriate by the Orlando Ski and Travel Club will be utilizing the method deemed most appropriate based on the original form of payment. In addition to cancellation penalties, OSTC reserves the right to deduct any administrative fees/costs incurred by the Club involving payments originally made by credit or debit card.

**SINGLE TRAVELER POLICIES** .... If you have no roommate, your trip leader will attempt to find a roommate for you. If at the time of final payment, no roommate can be found, you will have two options: pay the supplement for single occupancy and travel as planned or cancel and receive a full refund of your deposits.

**LAND PACKAGES WITH GROUND TRANSPORTATION** ... the standard trip package for Orlando Ski and Travel Club participants will be a full package with air. If a trip also offers a Land Package with airport ground transportation, a participant may select this package under the following conditions:

- there is sufficient space in the ground transportation vehicle(s) to accommodate all Full package participants plus Land with Ground Transportation,
- the participant arranging his or her own air books flights that arrive at the final destination, either prior to or at the same time as the Orlando Ski and Travel Club group flight, and departs either after or at the same time as the OSTC group flight,
- the participant understands that if flight changes, interruptions or delays occur, the Orlando Ski and Travel Club group ground transportation will depart based on the OSTC group air final arrival and/or departure time. Group ground transportation will not be held for a traveler who has arranged his or her own air,
- the participant understands that an additional charge may be assessed to accommodate ground transportation inclusion with the OSTC group.

**WAITLIST POLICIES** .... Waitlist requests will be accepted for any trip which is sold out. Waitlists will be established on a first come, first served basis, based on the date of receipt of your deposit check and trip application. Waitlist payments will be held on file until either the applicant requests it back or a reservation is offered. If a reservation is offered, the applicant must provide a prompt response. If the response is no, the payment will be returned without charge. If the response is yes, the payment will be immediately deposited, and the remainder paid as agreed.

**NOTE** .... Prices on all trips are subject to change due to unforeseen increases. The Orlando Ski and Travel Club and its agents have no control or responsibility over such increases.

**USE OF PHOTOS** ... You agree to allow for club marketing purposes the Orlando Ski and Travel Club the right to publish on its web site, social media sites or in publications any photos taken during any club event or club trip in which you appear.

If you have questions regarding any of these policies, contact your Orlando Ski and Travel Club trip leader or event coordinator.

*Revised November 6, 2018*