

TRAVERSKI MEMBERSHIP APPLICATION FORM

YEARS _____

PLEASE PRINT CLEARLY

OFFICE USE: NL DB PDS PDCK

NAME: _____ WORK PH#: _____ BIRTHDATE: _____

SPOUSE'S NAME: _____ WORK PH#: _____ BIRTHDATE: _____

ADDRESS: _____ ZIP: _____ HOME PH#: _____

EMAIL: _____

How did you hear about Traverski: _____

May we **PUBLISH** your name, address, phone#, email in our newsletter and annual phone book:

Address: Yes / No Phone Number: Yes / No Email: Yes / No

Would you like to receive our monthly newsletter by:

ELECTRONIC MAIL _____ POSTAL MAIL _____ NOT AT ALL _____

Downhill Skiing Ability: Want to Learn Beginner Intermediate Advanced

Activities of Interest: Bicycling In-line skating Water-skiing Golf Walking/Jogging

Reasons you joined: Ski Trips Summer Events Social Events Volleyball

WAIVER AND RELEASES FROM LIABILITY AND INDEMNITY AGREEMENT

The undersigned acknowledges that Traverski Club, Inc. is a non for profit corporation organized for the sole purpose of organizing and sponsoring social gatherings and recreational activities of a sporting nature for its membership, that many of these social gatherings and recreational activities organized and sponsored by Traverski Club, Inc. involve participation by its members and their guests in activities and sports recreation which involve risks of bodily injury and property damage and that Traverski Club, Inc. carries no insurance of any nature covering either itself or its members and their guests for any type of bodily injury or property damage that they may sustain while going to, participating in, or returning from any club function or activity. In consideration of being granted membership in Traverski Club, Inc. with the privileges and rights incident thereto, the undersigned for him/herself, his/her heirs, administrators, executors, assigns and next of kin forever release, relinquish, give up, forego, waive and discharge Traverski Club, Inc., its agents, officers, assistants, employees and servants during the entire term of membership from any and all liability, claims, demands, actions, courses of action, and debts whatsoever, which the undersigned may have, now has, or which may occur in his/her favor in the future, or which in the future or presently his/her heirs, executors, administrators, assigns and next of kin have or may hereinafter have against Traverski Club, Inc., its agents, officers, assistants, employees or servants, which arise out of injury or damage to his /her person or property, or resulting in his/her death whether such injury or damage be known or unknown, present or future, by virtue of or in any way arising out of or resulting from going to, participation in, or returning from any club function, activity, exhibition, or contest organized or sponsored by Traverski Club, Inc. or in which Traverski Club, Inc. shall be in any way interested, and regardless of how such injury, claim, loss or damage may arise, and regardless of who is at fault or whose negligence caused such loss, damage or injury, or even if the loss is caused by the neglect or fault of Traverski Club, Inc., its agents, officers, assistants, employees or servants while acting in such capacity. The undersigned further hereby assumes voluntarily all responsibility and risks for any injury or damages to his/her own person or property or for any injury resulting in his/her death while going to, participating in or returning from any Traverski Club, Inc. function or activity as against Traverski Club, Inc., its agents, officers, assistants, employees and servants and does hereby further agree to save and hold harmless, and indemnify each and all of the parties here-in-above referred to, free and clear of all liability, from and for loss, cost or damage, by reason of any injuries suffered by the undersigned to person or property or resulting in his/her death, by virtue of his/her going to, participating in or returning from any Traverski Club, Inc. function or activity even though such loss, injury or damage is caused by the neglect or fault of Traverski Club, Inc., its agents, officers, assistants, employees or servants. The undersigned further agrees to save all of the said parties and each of them harmless from all liability, loss, cost or damage, including any court costs, attorney fees or any expenses whatsoever, by virtue of any **injury or loss claimed by the undersigned or anyone for him/her or on his/her behalf, or by his/her personal representative, or next of kin, either in connection with any suit or otherwise against any of the persons or corporations or any of their agents, servants, officers, or employees, or other parties here-in-after mentioned and herein intended to be released and indemnified.** If any portion hereof shall be held invalid, the balance shall notwithstanding, continue in full force and effect

I have read, understand, and agree with the Waiver above

I have read, understand, and agree with the Traverski Trip Policies on the reverse side

I certify that I am of legal age to consume alcoholic beverages in the state of Minnesota

Sign and Date: _____

Traverski Trip Policy

Revised December 1999

Philosophy

Traverski exists for its members. We sponsor a number of trips each year for the enjoyment of our members and friends. The club does not intend to gain financially from these trips and prices are set for an overall long-term break-even point. Trip coordinators volunteer all services and are not compensated in any way. Volunteering is important to Traverski and its members.

By participating as a large group and using our planning experience, the club can offer exciting trips at excellent values.

Scope

The following policies apply to all events in which the club "trip policy" is referenced. The policies will generally apply to all club sponsored ski trips, but other events will also fall into this category. All events covered by these policies clearly state this fact.

Signup

Signup for an event is always on a first come basis. By signing up for an event, you are showing your intention and availability to participate. The initial signup date is generally announced in advance, but this is not mandatory. Signups are taken at all club events or by contacting the trip coordinator.

Most trips generally have a maximum number of participants that can be accommodated. However, this number can be adjusted upward or downward based on participation, market conditions, or any other reason deemed beneficial to the club and its members by the Executive Board. When, at any given time, this number is reached additional signups will be placed on a waiting list. Those on the waiting list will be required to maintain their status by meeting the same payment schedule (see Payments) as other participants. If a space becomes available the club will attempt to contact the top person on the waiting list promptly, but you can be upgraded to the active list without prior notice. Every effort will be made by the club to find space for all those wishing to participate, but of course this is sometimes impossible.

The Executive Board may decline to accept or retain any person as a participant on a trip.

Prices

As mentioned above, the club does not aim for a financial gain from sponsored trips. The Traverski Executive Board sets prices based on advice from the appropriate coordinators regarding the club's estimated costs and anticipated participation. Actual costs and participation will generally result in a small gain or loss for the club.

Prices for participants are set in advance and are announced. Most events will have a single price, but to accommodate the various tastes of our members, many options may be available that can affect your actual price. These options generally fall into the category of lodging upgrades, lift tickets, or meals, but can include a vast array of possibilities. Be certain before you signup that you understand all included and optional items.

The club reserves the right to recalculate the trip price due to an error in computing the original price, the imposition of additional fees, or foreign currency exchange rate fluctuations. In the same manner, the club may elect to refund any excess gain earned by a trip. Any changes to a trip price after signup has started, or any excess refunds will require approval from the Executive Board.

Payments

To signup for a trip, an initial payment toward the price of the trip is required. Based on participation, the trip coordinators make binding financial commitments on behalf of the club. Therefore, this initial payment is generally non-refundable, except as noted in the Refunds section.

Each trip will have a published schedule of payments that are required to maintain your position on the participation list. Missing a payment date may result in removal from the list at the discretion of the coordinator or Executive Board to make room for others wanting to participate. Some trip options will also have payment deadlines that will be announced to participants. Trip coordinators are not required to notify participants of upcoming or missed payments - it is your responsibility to make payments on time!

Those removed from the participation list for missing payments lose their position on the list. If payments are brought up to date, reinstatement on the list is at the bottom (including any waiting list).

Refunds

As mentioned previously, the club makes commitments based on the estimated and actual number of signups. These commitments to travel providers may be written, verbal, and/or financial. It is extremely important to the club's long term success that these commitments are upheld. If you change your plans after signing up for a trip your right to a refund is limited.

A request for removal from the signup list must be made in writing and given to the trip coordinator or any Executive Board member. If your cancellation can be filled from the waiting list all deposits will be returned, minus any penalties imposed by the contracted suppliers (such as a name change on airline tickets), and a non-refundable \$25 sign-up fee charged by the club.

The club has no obligation to absorb losses incurred as a result of a participant's cancellation. Along with each trip's payment schedule, a refund schedule is published. Generally the refund timing is different from the payment schedule. If there is no waiting list, you will be given a refund according to the refund schedule based on the date your cancellation notice was received. You may be given additional money if the club can secure additional refunds from their contracted suppliers on your behalf. In no instance will the initial non-refundable signup payment be refunded if your spot cannot be filled.

Persons removed from the signup list for failing to comply with the payment schedule will be given a refund per the refund schedule as of the date of their removal, minus the \$25 sign-up fee imposed by the club.

Those on a waiting list will receive a full refund when it is determined that they cannot be accommodated on the trip, or by request at any time before being upgraded to the active list. This does not incur the \$25 sign-up fee.

The club advises participants to investigate purchasing personal trip cancellation insurance from their agent to protect their financial investment if they believe that a situation could occur that would cause them to have to cancel. The club does not offer any type of trip insurance.

Trip Cancellation

If a trip is canceled in full or in part due to events beyond the control of Traverski (such as, but not limited to, weather, natural disaster, or other act of God), the club will not be held liable. The club will make all possible efforts to obtain refunds from trip suppliers. The club will refund to participants all monies collected from suppliers in accordance with our contracts. However, in some circumstances this may not amount to the full price of the parts of the trip not completed.

If a trip is canceled by the decision of the Executive Board, all monies collected (including the initial payment) will be refunded to those on the signup list.

Non-member participation

Non-members who are eligible to join Traverski are welcome at all events. However, they are limited to participate in at most three events before they must join Traverski to continue participating. For non-members, a surcharge of 10% will be added to the price of the event. The surcharge is due along with the final payment.

All non-member trip participants must sign the "Waiver and Release from Liability and Indemnity Agreement" before participating in a Traverski trip.