**PUNTA GORDA SKI CLUB – MEMBERSHIP APPLICATION**

**NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_AGE:\_\_\_\_\_\_\_\_\_\_\_\_**

**ADDRESS:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**CITY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ STATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ZIP:\_\_\_\_\_\_\_\_\_\_\_\_\_**

**TELEPHONE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ CELL/LANDLINE/TEXT (pls. circle)**

**EMAIL:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(additional members)**

**NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_AGE:\_\_\_\_\_\_\_\_\_\_\_\_\_**

**NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_AGE:\_\_\_\_\_\_\_\_\_\_\_\_\_**

**NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_AGE:\_\_\_\_\_\_\_\_\_\_\_\_\_**

**NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_AGE:\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Single Membership ($20-yr)\_\_\_\_\_\_\_\_ Family Membership ($40-yr)\_\_\_\_\_\_\_\_\_**

**RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT**

I, and all members of my family, fully understand that the Punta Gorda Ski Club (PGSC) hereinafter referred to as the “Club” acts only as a coordinator of any ski trips or other Club activities and is *NOT* a Seller of Travel Services as defined by Florida Statutes Chapter 559, as amended or any similar Federal or State statue or regulation. As such, the undersigned, on behalf of him/herself and all members of his/her family, understands that the Club, as a trip coordinator, accepts no responsibility for the services or products of any person, ski area, airline, motor coach, hotel, insurance company, ski rental company, mountain resort, or organization whatsoever rendering any of the services or accommodations being offered on any trip. Ski trip and other activity fees are based upon current tariffs and are *subject to change* without notice. PGSC accepts no responsibility, in whole or in part, for any delay, delayed departure or arrival, missed air travel or other carrier connections, loss damage, or injury to person or property, or any mechanical defect or fail of any nature whatsoever, or for any substitution of lodging or a common carrier with or without notice, or for any additional expenses occasioned thereby. I/We fully understand that the Club is a voluntary association run by volunteers only, who are not professionally trained in conducting ski trips or other Club activities. As such, by participating in any such trip or Club activity, Uwe do NOT rely upon the expertise of any Director, Officer, Trip Leader, Activity Coordinator, or any of the Assistants on any such trip. I, and all members of my family, hereby expressly acknowledge that snow riding and similar activities are inherently dangerous, and we hereby acknowledge the hazards inherent to the sport of snow skiing or snowboarding and hereby assume all risk of enjoy or damage incident to such activity. As such, I/we hereby agree that I/we are solely responsible for our personal safety and conduct, and that as a participant, my family and I, hereby jointly and severally absolve, release, waive, and forever discharge any and all liability, claims, or demands against the PGSC, or any of its Officers, Directors, Agents, Trip Leader, and Assistant Trip Leaders which may arise out of or otherwise be related to any injury, damage, or pecuniary loss by reason of such club membership or activity or participation in said organization. In further consideration for the mutual benefit derived from the joint participation by membership in the Club, and participation in Club related activities, Uwe fully understand that I am responsible for meeting all payment deadlines and obligations to the Club in a timely fashion. Should we miss any departure, we understand that I may not be able to recover any part of my/our trip or activity payment FURTHERMORE, I and my family members hereby agree that our club shall not be responsible for either myself or any member of my family who is denied entry into any state, territory, providence, or country because of any prior criminal convictions, civil offenses, or by reason of any rules or regulations propagated by the U.S. Department of Homeland Security, Immigration & Naturalization Services including, but not limited to, laws and regulations governing the issuance and renewal of U.S. Passports or Travel Visas. Furthermore, I agree to indemnify and hold harmless the Club, its Officers, Directors, Agents, Trip Leader, and Assistant Trip Leaders from any, and all loss for expenses incurred by or attributable in any way with any ski trip or other Club sponsored activity. I/We agree to abide by the By-Laws, Rules, and Regulations of the Club and the Trip Leaders in connection with any ski trip or other Club activity. Furthermore, should any dispute arise out of my Club membership or participation in any Club sponsored activity or trip, then both the Club and I agree to submit any such dispute for resolution to binding, mandatory arbitration before the American Arbitration Association (AAA) to which we agree that the then current edition of the Commercial Rules of Arbitration of AAA shall apply. Each party shall bear their own cost and expenses incident to said arbitration proceedings. I/We further agree that the Venue for any such arbitration proceedings shall be in Charlotte County, Florida unless otherwise agreed in writing by the parties. I/We further agree that Florida law shall apply to any dispute arising out of or incident to this agreement.

**I HAVE READ THE FOREGOING RELEASE AND HOLD HARMLESS AGREEMENT, AND AGREE, ON BEHALF OF MYSELF AND MY FAMILY, TO BE BOUND BY THE TERMS AND CONDITIONS THEREOF. I/WE ALSO AGREE TO ABIDE BY ALL OF THE TERMS OF THE EVENT AND TRIP POLICIES, WHICH APPEAR ON THE REVERSE SIDE.**

**ALL MEMBERS OVER EIGHTEEN (18) YEARS OF AGE MUST SIGN**

SIGN:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGN:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGN:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EVENT AND TRIP POLICIES**

**Eligibility:** Members and their guests are welcome at all events. Trips are open to members only. Our programs are geared for socializing, no need to be an expert skier. Feel at ease on Club trips. Many people travel solo.

**Alterations:** Use reservation form supplied. Complete all information requested and submit to PGSC at the address provided. Deposit must accompany all reservations – deposit amount TBD. All prices and arrangements are subject to change due to additional cos incurred or unforeseen circumstances. Additional costs are prorated among participants.

**Roommates:** Requests made in writing by both parties will be honored. Singles are successfully matched by sex, smoking, non-smoking, age, etc. Additional charges may be incurred for occupancies other than package offerings.

**Party Event Cancellation:** Within thirty (30) days of event – no refund unless otherwise indicated in writing by Club Board Members. No refunds on unused services included in packages.

**Trip Cancellation/Charges:** All cancellations shall be in writing to the Club Board Members and are subject to the terms outlined below unless otherwise stated in specific trip information/guidance.

**Weeks:** Up to 60 days prior to departure, upon replacement by a suitable traveler, refund of amount paid less $50 per person service charge. Cancellations with 60 days of trip, no refund unless suitable replacement made. If you are replaced, refund will be paid less $100 per person service charge. Any unpaid balances within 60 days of departure, subject to cancellation by PGSC and forfeiture of all monies paid. Subject to rules set by travel agency, hotel, airlines, transportation, etc. NO REFUNDS ON UNUSED SERVICES included in travel packages.

**Responsibility:** Participants agree to hold harmless the PGSC, it’s agents, and/or representatives from any claims whatsoever resulting from participation in any club activity. The PGSC is not liable for faults or defaults of companies or persons carrying out services; nor for accidents, injuries, delays or cancellations; changes due to weather, acts of God, acts of war, baggage, lodging or reasons beyond the Club’s control. The PGSC reserves the right to make changes for any of the above reasons as well as insufficient participation. Additional expenses incurred due to uncontrollable circumstances will be prorated among the participants.

**Hazard Sport:**  Members understand that whether a beginning or expert skier, there are inherent risks in skiing and that it is a hazardous activity. Participants understand injuries are common and hereby knowingly agree to accept any and all risk of injury or death when skiing or participating in other activities sponsored by the PGSC. Each member accepts full responsibility for any and all personal property, injury, or damage in connection with ski trips or ski club activities and release PGSC, its officers, directors, and agents from any liability of whatsoever nature arising out of membership and participation in ski club activities.