

Triple Cities Ski Club

Mammoth Trip Agreement/Code of Conduct and Liability

This document is governed by Triple Cities Ski Club (the "Club" or "TCSC").

All trip participants must be TCSC members on the date of registration and as well as during the trip dates, with confirmation by the trip leader. Members shall reserve a space by submitting their electronic reservation via the TCSC website and paying the required deposit. Reservations are accepted on a first come, first served basis until the trip is filled, after which a waiting list will be maintained by the trip leader until trip departure.

In the event of a trip participant cancellation, a person on the waiting list has priority over any other replacement.

Cancellations by trip participants are subject to the refund policy set forth below.

Full payment is required no later than December 26, 2023, to Sports America. If not received as specified, participant risks losing their place on the trip and will be treated as having cancelled.

The trip leaders reserve the right to change the trip price if necessary. Price adjustments apply to all trip participants and are subject to the conditions in the refund policy set forth below.

The Club reserves the right to cancel the trip at any time. If canceled, all monies paid by participants may be fully refunded. Monies refunded to the Club will be dispersed to participants.

Trip participants must be of legal New York State drinking age to be eligible for this trip.

Participants are completely and individually responsible for their own actions and inactions on the trip, and bear solely the burden of all liability incurred therefrom.

Trip participants must refer any issues or problems on this trip related to suppliers or other service providers to the trip leaders and to not interfere with the authority of the trip leaders.

It is understood and agreed that the club shall not be held responsible for any change in trip plans due to weather or unforeseen problems by the supplier of services.

Trip participants are required to act in a respectful way towards other trip participants and other people that are encountered on the trip. The behavior of each trip participant reflects upon the Club as a whole. Drunk, disorderly, abusive, or even unfriendly conduct adversely affects the other participant's ability to enjoy the trip will not be tolerated. If the participant fails to abide by these rules, they risk being banned from future Club trips.

The Trip participant must assume the primary responsibility for his/her own health and welfare.

It is the participant's responsibility to seek, arrange and submit to medical treatment due to injury or illness. If the participant is unable to do so due to a medical condition or an incapacity, his/her emergency contact and/or next of kin shall be contacted to make arrangements for medical treatment.

Trip leaders cannot offer medical advice nor make medical decisions on behalf of the participant.

The trip leaders will review and decide on the disposition of any surplus funds, if any, existing at the conclusion of the trip caused by changes in expenses of the trip.

CANCELLATIONS/REFUND POLICY

Cancellations must be made in writing and may be made at any time prior to trip departure by notifying the trip leader in writing by mail or email.

Unless another time limit is stated in the trip's advertisement, as nonrefundable trip payments come due and are paid to suppliers of services, the prorated portion of each person's payments becomes nonrefundable.

All non-refundable fees are based on contractual requirements of the suppliers.

- Cancellations from initial sign-up through October 30, 2023, will incur a **\$50 non-refundable** cancellation fee plus any unrecoverable fees.
- Cancellations from October 31, 2023, through November 30, 2023, will incur a **\$100 non-refundable** cancellation fee plus any supplier penalties plus any unrecoverable fees.
- Cancellations from December 1, 2023, through December 31, 2023, will incur a **\$200 non-refundable** cancellation fee plus any plus any unrecoverable fees.
- **Any cancellations January 1, 2024, and after, the entire trip is non-refundable.**

If a trip is sold out, and if trip slots are transferable and a replacement is made, all monies paid by the cancelling participant, except those as noted above, are fully refundable.

If a participant cancels and if no replacement can be found or the trip is not sold out, the participant is responsible for the deposit, prorated expenses incurred by the Club and any cancellation fees as noted above. All other monies paid by the participant are refundable.

Trip spaces are the property of TCSC, and reservations are assigned to the names identified in the trip sign-up forms. The Club retains the sole authority to reassign cancelled spots to other members in order to maintain a fair and equitable wait list selection process. Trip participants may not sell, assign, or transfer their trip reservation.

Participants agree to comply with all requirements set forth by the trip leaders, tour companies, transportation companies and destination resorts. Failure on participants' part to comply with requirements, after the second request is attempted, may be grounds for removal from the trip. If you are removed from the trip, all monies (paid by said participant) will not be returned.

Any refunds due to participants will be declared within thirty (30) days and paid within sixty (60) days of the trip's completion.

OTHER INFORMATION

- **All Airline Baggage Fees are the responsibility of the trip participant.**

Trip Participants are NOT ALLOWED to contact the airline to request seat changes and the trip leaders will not release seating assignments in advance. You could literally cancel the entire set of

seats inadvertently! We will do our best to honor seating requests, however, some people will not be sitting together – do not change seats unless the flight attendant gives you permission.

Trip participants are responsible to submit all required TSA information prior to airline ticketing or two months prior to the trip, whichever comes first. Failure to provide this information could result in the replacement of the participant. The trip leader will treat this information as private and confidential and will only be shared with the trip assistant leader and suppliers, when necessary. After a ticket is issued, the trip participant will be liable for any airline change fees (\$250) and all unrecoverable expenses.

TCSC recommends participants obtain Trip Insurance. Trip insurance is 7.25% of the total cost of your trip and worth it should you get sick or injured while on the trip. Information regarding travel insurance is available through our Agent will be provided in your confirmation email. Trip leaders cannot offer any advice about travel insurance.

Failure to make payments according to the trip payment schedule may result in replacement of the participant.

Payments for this trip will may be made by check or by credit card (3% additional credit card fees will apply). If you write a check to the Club and it bounces, then you must reimburse the Club for the bank fee that is imposed onto the Club. Your reservation, deposit and/or final payment will not be complete until the bank fee is paid. The Club Treasurer will notify you of the bank fee. TCSC will be using PayPal as their credit card processor. TCSC has no access to your credit card information.

Prices listed are based on a group package. Changes to the basic package may not be available and, if available, may be subject to a fee to preserve the integrity of the contract with the vendor, airline, lodging or other suppliers.

Trip Participants using the Land Only option may be responsible for their own ground transportation to and from the resort if their flight arrives or departs at a different time than the TCSC contacted flight. Space on Club buses can be used, if available, if traveler is present before the bus departs (check with the trip leader.)

Rooming is based on double occupancy in the hotel rooms.

Trip participants should notify the Trip Leaders of roommate and/or condo-mate preferences. Trip leaders will make every effort to accommodate requests for airline seating and condominium bedding configuration. However, we cannot guarantee any particular seats or bedding arrangements.

If a person signs up for the trip as a single and requests a roommate (with the goal of reserving a spot at the double occupancy rate), the Club will attempt to match the single person with a roommate of the same gender. If the Club is unable to find a roommate match by the trip's final payment due date, then the single person will be given the option of cancelling their reservation with a full and immediate refund or wait to see if another roommate can be found through other cancellations prior to departure. Under no circumstances would a single person for whom the Club cannot find a roommate ever be forced to pay a single surcharge or suffer any financial loss.

It is not the responsibility of TCSC to ensure the credit of any frequent flyer mileage to a traveler's account. This must be done by the traveler themselves. While TCSC's Agent may submit your

frequent flyer number to the airline, ultimately it is the participant's responsibility to make sure the airline has it in their system.

Names for airline tickets MUST be identical to the first and last names on each participant's government issued ID (such as a current driver's license) to be used at airport security. Passengers whose names do not match their ID will be denied boarding.

Travel document requirements are subject to change without prior notification at the discretion of appropriate agencies or the air carrier. Trip Leaders are required to collect date of birth and gender of all passengers.

Name changes/corrections made after ticketing will result in a \$250 fee, plus any difference in fare. Any final changes must be made 7 days prior to departure date.

TCSC highly recommends travel insurance for this trip. Information regarding travel insurance options will be sent to confirmed participants.

All airlines, ground transportation and lodging are non-smoking.

CODE OF CONDUCT

All members of the Triple Cities Ski Club "TCSC" or the "Club) shall be bound by the following Code of Conduct when participating in Club activities and events where there is member interaction. The Code of Conduct is a detailed description of ethical behavior that is expected of all TCSC members. Our goal is to ensure that all TCSC members experience an atmosphere of trust and respect while participating in TCSC trips, events and activities.

Members have a right to:

1. Be treated fairly, equally and with respect by the organization and other members.
2. Participate in activities and socialize in an environment free from all forms of harassment and discrimination.
3. Privacy and confidentiality concerning records, documentation and any other communication containing a member's personal information, unless consent is otherwise provided.
4. Be informed of all Club events and offerings.
5. Voice their opinions and suggestions to the Board of Directors, either by email or in person.

Members must:

1. Treat other members, guests, staff at venues and other patrons (where a Club function is being held) fairly, equally and with respect and courtesy.
2. Behave responsibly and conduct oneself in a manner which will not prejudice the best interest of the TCSC, its events, organizers, participants or sponsors.
3. Not physically or verbally harass others at TCSC events, whether they are members or non-members.
4. Abide by the Constitution of the TCSC and this Code of Conduct.
5. Not use their membership privileges to purchase tickets to any event or other offering, including lift tickets, for nonmembers of the club except when that participation is specifically allowed.
6. Be responsible for their own personal belongings and mindful of others' belongings by not removing or relocating these belongings without permission of the member or nonmember.

7. Adhere to the guidelines of use of rental property, private or public, at events and on trips sponsored by TCSC.
8. Refer any issues or problems on trips related to suppliers or other service providers to the trip leader and to not interfere with the authority of that trip leader.
9. Take responsibility for their own personal comfort and safety by politely asking any person whose behavior is not appropriate or is threatening to refrain from such behavior. Anyone who feels uncomfortable in confronting a person directly should report the inappropriate behavior to the Event Leader, TCSC President and/or Vice President for action and follow-up.

Breaches of this Code of Conduct:

TCSC members who violate the terms of this Code will be subject to disciplinary action by the Board of Directors, as the fact may warrant, including the penalties listed below.

1. Any member not acting in accordance with the terms of the Code of Conduct at an event of the TCSC may be asked to leave the function and will not be entitled to a refund of any monies paid.
2. Any member not acting in accordance with the terms of the Code of Conduct at a TCSC sponsored event may be prohibited from attending future events.
3. The Board of Directors will investigate all reported incidents thoroughly. The penalty of any infraction of the above codes may lead to having one's membership suspended or revoked either temporarily or permanently. This may also include loss of privileges to a specific club activity, or all privileges and is to be determined at the discretion of the Board of Directors.

In addition, the Board shall retain the right to decline a specific event application, for any person:

- a) who has violated the TCSC Code of Conduct, or
- b) whose behavior may impede the operation of an event, or
- c) whose behavior may result in a detriment to other participants at the event.

CLUB LIABILITY

The Triple Cities Ski Club acts only as a coordinator of the trip and is not a Seller of Travel Services under Federal or State statute or regulation. As such, trip participants understand that TCSC, 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 this trip. Trip and other activity fees are based upon current tariffs and are subject to change without notice. TCSC makes every effort to guarantee prices but cannot absorb increases beyond their control including fuel surcharges, tax increases, or any other act outside the actual control of TCSC. Trip participants must absorb these increases. The Club accepts no responsibility, in whole or in part, for any delay, delayed departure or arrival, missed air travel or other carrier connections. In the event of inclement weather, natural disaster, any other Act of God, illness or injury, labor disputes, accidents, government travel restrictions, acts of war or terrorism or other declared national emergency, or any other circumstances beyond the control of the TCSC that may delay, necessitates medical care, special transportation or other expenses, it is not the responsibility of TCSC to pay for resulting costs and expenses. This includes, but is not limited to, additional lodging, meals, medical, or transportation expenses other than those specifically contracted in this TCSC trip. Loss, damage, or injury to person or property, or any mechanical defect or failure of any

nature whatsoever, for any substitution of lodging or a common carrier with or without notice, for any additional expenses. Participants acknowledge and accept any risk of contracting COVID-19 that may result from joining or participating in this trip. TCSC accepts no responsibility, in whole or in part, for any member of your party who may be diagnosed with COVID-19 during or following the trip. Trip participants acknowledge and accept any component of the trip which may include proof of vaccination, proof of negative Covid test and/or mask requirements that may be in effect for the airport, airline, bus transportation, ski resort, lodging and restaurants during the trip. Participants fully understand that TCSC is a voluntary association run by volunteers only, who are not professionally trained in conducting trips or other Club activities. By participating in this trip, participants do not rely upon the expertise of the Trip Leader or Assistant Trip Leader. Participants expressly acknowledge that snow riding and similar activities are inherently dangerous, and hereby acknowledge the hazards inherent to the sport of snow skiing or snowboarding. Participants assume all risk of injury or damage incident to such activity. Participants agree they are solely responsible for their personal safety and conduct, at that as a participant, absolve, release, waive and forever discharge any and all liability, claims, or demands against the Triple Cities Ski Club, and any of its Officers, Directors, Agents, Trip Leaders, and Assistant Trip Leaders which may arise out of or otherwise be related to any injury, damage, or pecuniary loss by reason of any such Club membership or activity or participation in said organization. Participants fully understand they are responsible for meeting all payment deadlines and obligations to the Club in a timely fashion. Participants understand if they miss any payments, or cancel after the established cancellation date, it is understood that they may not be able to recover any part of their trip or activity payment. Furthermore, participants agree that the Club shall not be responsible for any member of the group who is denied entry into any state because of any prior criminal convictions or civil offences. Furthermore, participants agree to indemnify and hold harmless Triple Cities Ski Club, its Officers, Directors, Agents, Trip Leaders, and Assistant Trip Leaders for any and all loss for expenses incurred by or attributable in any way with this trip or other Club sponsored activity. Participants agree to abide by the TCSC Constitution, Trip Agreement or Code of Conduct and the Trip Leaders in connection with this trip or other Club activity. Furthermore, should any dispute arise out of club membership or participation in any Club sponsored trip or activity, then both the Club and participant agree to submit any such dispute to the Triple Cities Ski Club Judiciary Committee.