

FOUR SEASONS WEST  
SKI AND SNOWBOARD CLUB  
TRIP APPLICATION

P.O. BOX 11642  
MARINA DEL REY, CALIFORNIA 90295

TELEPHONE NUMBER 310-450-0048  
California Seller of Travel No. CST-2086700-40



# FOUR SEASONS WEST TRIP APPLICATION

Trip Date April 23 - 25, 2010  
Trip Name Last Chance  
Trip Destination Mammoth Lakes, CA

Name \_\_\_\_\_ Sex  M  F Roommate \_\_\_\_\_  
(Please Print)  
Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_  
Phone# \_\_\_\_\_ Email \_\_\_\_\_ Pacesetter?  Yes  No  
Emer. Phone# \_\_\_\_\_ Condo Mates? \_\_\_\_\_ Is this your first  Yes  No  
trip with 4SW?  No

## DEPOSIT/BALANCE PAYMENTS \$237 THIS SECTION IS FOR TRIP LEADER USE ONLY

Condo # _____	Bus # _____	Cash	Amount Pd.	Balance
Deposit Date Received _____	Account # _____	<input type="checkbox"/>	_____	_____
Date Payment Received _____	Account # _____	<input type="checkbox"/>	_____	_____
Date Payment Received _____	Account # _____	<input type="checkbox"/>	_____	_____
Date Payment Received _____	Account # _____	<input type="checkbox"/>	_____	_____
Date Payment Received _____	Account # _____	<input type="checkbox"/>	_____	_____
Date Payment Received _____	Account # _____	<input type="checkbox"/>	_____	_____
Date Payment Received _____	Account # _____	<input type="checkbox"/>	_____	_____
Date Payment Received _____	Account # _____	<input type="checkbox"/>	_____	_____
Date Payment Received _____	Account # _____	<input type="checkbox"/>	_____	_____
Date Payment Received _____	Account # _____	<input type="checkbox"/>	_____	_____
<b>\$237 TOTAL</b>				

**CREDIT CARD AUTHORIZATION** Drv. Lic. # \_\_\_\_\_ Exp. Date \_\_\_\_\_  
Charge To \_\_\_\_\_ (Please Print)  M/C  
Card # \_\_\_\_\_ Exp. Date \_\_\_\_\_  AM. EX.  
Signature \_\_\_\_\_ Date \_\_\_\_\_  VISA

**CANCELLATION INFORMATION** (Details on page 4) Date Cancelled \_\_\_\_\_  
Forfeited \_\_\_\_\_ Refund Owed \_\_\_\_\_ Date Refund Sent \_\_\_\_\_

**APPLICANT'S ACKNOWLEDGEMENT**  
DATE \_\_\_\_\_ APPLICANT'S SIGNATURE \_\_\_\_\_

**NOTES:**

MAIL OR FAX COMPLETED AND SIGNED APPLICATION TO TRIP LEADER WITH PAYMENT.  
RETAIN A COPY OF COMPLETED APPLICATION FOR YOUR RECORDS.

# RELEASE AND WAIVER OF LIABILITY

I \_\_\_\_\_ acknowledge that I have applied to participate in \_\_\_\_\_ Last Chance \_\_\_\_\_, with Four Seasons West Ski Club (4SW).

**I ACKNOWLEDGE THAT \_\_\_\_\_ Skiing/Snowboarding \_\_\_\_\_ IS A HAZARDOUS ACTIVITY. I AM AWARE THAT \_\_\_\_\_ Skiing/Snowboarding \_\_\_\_\_ MAY INVOLVE HAZARDS NOT COMMONLY ENCOUNTERED IN RECREATIONAL ACTIVITY. I ALSO ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE 4SW INSTRUCTIONAL TRIP WITH KNOWLEDGE OF THE DANGERS INVOLVED. I HEREBY AGREE TO ASSUME AND ACCEPT FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE ARISING OUT OF OR RELATED TO THIS TRIP.**

As consideration for being permitted by 4SW to participate in this activity, I agree that I, my heirs, executors, administrators and assigns waive, discharge and relinquish any claims or causes of action against 4SW, its officers, directors, trip leaders and designated instructors for personal injury, property damage or wrongful death resulting from the negligence or other acts, however caused, by any officer, director, member, employee, agent or contractor of 4SW, as a result of my participation in this activity. I also agree to indemnify and hold harmless 4SW, its officers, directors, trip leaders and designated instructors from any loss, liability, damage or cost which may occur during or as a result of this activity, whether caused by the negligence of 4SW, its officers, directors or trip leaders or otherwise. By this waiver, I intend to release and discharge 4SW, its officers, directors, trip leaders and instructors from all actions, claims or demands that I, my heirs, executors, administrators or assigns now have or may hereafter have for any injury or damage resulting from my participation in this activity.

**I HAVE CAREFULLY READ THIS RELEASE AND WAIVER OF LIABILITY AND FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND VOLUNTARILY, WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME.**

Dated: \_\_\_\_\_

Signature

Witness: \_\_\_\_\_

## Four Seasons West Ski and Snowboard Club Conduct Policy

Four Seasons West Ski and Snowboard Club (4SW) sponsors various activities, including trips and other events, for its members. This 4SW Conduct Policy was developed to maximize the enjoyment for all participants and to provide behavior guidelines for 4SW participants.

4SW activity participants will not engage in and 4SW will not tolerate violation of any Federal, State or Local laws or ordinances. The illegal use of drugs, alcohol, tobacco or any other substance will cause the violator to be removed from the activity. 4SW will not reimburse such an offender for any forfeited payments. 4SW may – for the benefit of participants - choose to prohibit smoking at or during any 4SW sponsored activity. 4SW maintains a strict policy prohibiting harassment or discrimination of any type. In the event behavior of an activity participant becomes offensive to others, including - but not limited to – the use of profanity or off-color humor, the trip or event leader or any Service Organization (S.O.) member may ask that person to refrain from the offensive behavior. In the event that behavior continues, after the individual or group has been warned, the offending individual or group may be subject to appropriate sanctions, including removal from a 4SW sponsored activity.

4SW activity participants who engage in offensive behavior in violation of this policy, as determined by the 4SW trip leader or any Service Organization (S.O.) member, may be removed from the activity or isolated from the 4SW group, at the discretion of the 4SW trip leader or any S.O. member.

All 4SW activity participants shall adhere to the requirements of the 4SW package and shall not transfer, resell or barter any portion of the package. Only the 4SW Trip Leader or Service Organization representative may compensate an activity participant for any unused portion of a package or officially sanctioned transfer.

**I HEREBY ACKNOWLEDGE THAT I HAVE READ THE FOREGOING FOUR SEASONS WEST SKI AND SNOWBOARD CLUB CONDUCT POLICY AND THAT I UNDERSTAND AND AGREE TO ABIDE BY THE POLICY. I FURTHER AGREE THAT IF I VIOLATE THIS POLICY I MAY BE REMOVED FROM THE FOUR SEASONS WEST ACTIVITY**

Date: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

REREAD AND RETAIN A COPY OF THE CANCELLATION POLICY FOR YOUR RECORDS.

## DEPOSITS

In order to be considered for a trip, a deposit must be submitted to the trip leader. Names will be recorded on the trip list in the order in which monies are received. Deposits will be accepted from the date that the trip list is opened until 30 days prior to trip departure (D-30). **Deposits are non-refundable after 14 days.** After D-30, only full payment for a trip will be accepted. Once a trip is full, a standby list will be started and names will be recorded in the order in which monies are received.

## BALANCES

The balance of the trip price must be **IN THE POSSESSION OF** the trip leader no later than D-30. This is the responsibility of the member. The trip leader will make a reasonable attempt to notify members that their monies are due. This notification may be in the form of an article in the monthly newsletter. If the balance has not been paid by the due date, the trip space will be assumed to have been cancelled, **effective that date.**

## STANDBY

In order to be placed on the standby list, the applicable deposit must be submitted to the trip leader. Members on the standby list must be notified that they are on that list. When a trip space becomes available, the member on the list will be notified in turn. Should the member elect to take the vacancy, the balance must be paid in accordance with the **BALANCE** paragraph above. In the event that the member elects not to fill the vacancy offered or is never offered a vacancy, the monies will be refunded in full.

## CANCELLATION

### **For Cancellations Trip space is Occuring Between: Filled/Not Filled**

Opening and D-42      Deposit will be forfeited 14 days after receipt, other monies will be refunded.

D-41 and D-30              Deposit will be forfeited 14 days after receipt, other monies will be refunded.

D-29 and Departure { Filled Deposit amount will be forfeited, and other monies will be refunded.

{ Not Filled All monies will be forfeited.

Date: \_\_\_\_\_  
(Signature)

Upon cancellation of the transportation or travel services, where the passenger is not at fault and has not canceled in violation of any terms and conditions previously clearly and conspicuously disclosed and agreed to by the passenger, all sums paid to the seller of travel for services not provided will be promptly paid to the passenger, unless the passenger advises the seller of travel in writing, after cancellation. This provision does not apply where the seller of travel has remitted the payment to another registered wholesale seller of travel or a carrier, without obtaining a refund, and where the wholesaler or provider defaults in providing the agreed-upon transportation or service. In this situation, the seller of travel must provide the passenger with a written statement accompanied by bank records establishing the disbursement of the payment, and if disbursed to a wholesale seller of travel, proof of current registration of that wholesaler.

4SW is registered as a seller of travel, but registration as a seller of travel does not constitute approval by the State of California. California law requires certain sellers of travel to have a trust account or bond. 4SW maintains a trust account.

4SW is also a member of the California Travel Consumer Restitution Fund. This transaction is covered by the California Travel Consumer Restitution Fund (TCRF) when the seller of travel is registered and participating in the TCRF at the time of the sale and the passenger is located in California at the time of payment. Eligible passengers may file a claim with the TCRF if the passenger is owed a refund of more than fifty dollars (\$50.00) for transportation or travel services which the seller of travel failed to forward to a proper provider or such money was not refunded to you when required. The maximum amount which may be paid by the TCRF to any one passenger is the total amount paid on behalf of the passenger to the seller of travel, not to exceed fifteen thousand dollars (\$15,000.00).

A claim must be submitted to the TCRF within 12 months after the scheduled completion date of the travel. A claim must include sufficient documentation to prove your claim and a fifteen dollar (\$15.00) processing fee. Claimants must agree to waive their right to other civil remedies against a registered participating seller of travel for matters arising out of a sale for which you file a TCRF claim. You may request a claim form by writing to: Travel Consumer Restitution Fund, P.O. Box 6001, Larkspur, CA 94977-6001; or by faxing a request to (415) 924-2033.