

Up the Creek Ski and Recreation Club

Refund/Cancellation Policy and Liability Release Agreement

Event: _____ Date: _____

I, the undersigned, agree that in consideration of the UP THE CREEK SKI AND RECREATION CLUB (The *Club*) reserving a space on the roster for the above event, a nonrefundable initial deposit of \$_____ is due. I agree that the balance or final payment of \$_____ is due on or before _____.

The Club agrees that a substitute will be accepted at any time providing the above payment schedule is adhered to. I agree that I am responsible for any loss of funds which the Club may suffer as a result of such a substitution. I agree that my cancellation less than 33 days prior to departure subjects me to loss of all monies paid to that date. All cancellations must be submitted in writing to the Trip Leader. All nonmember surcharges are nonrefundable and due at the time of final payment.

I certify that I am at least 21 years of age and attest that my physical condition is adequate to safely participate in any Club activity.

In consideration of the Club granting me permission to participate in the Club activities, I agree that I will not sue, or otherwise make any claim against, the Club or any of its officers, directors, agents, leaders or volunteers, for injuries, loss or damage resulting from the negligence or other acts, however caused, by any director, officer, agent, employee, leader or volunteer of the Club as a result of my participation in skiing, hiking, rafting, bicycling, and other such activities, including sports and social activities.

The undersigned hereby releases, waives, and discharges the Club, its officers and members from all liability to the undersigned, his or her spouse or personal representative, heirs or assigns for any and all loss or damage, or any claim for damages resulting therefrom on account of injury to the undersigned's person or property, even injury resulting in the death of the undersigned, whether caused by negligence or gross negligence of the Club, its officers or directors

The undersigned assumes full responsibility for the risk of bodily injury, death or property damage while participating in any of the Club activities.

The undersigned agrees to indemnify the Club, its members, officers, and directors from any and all loss, liability, damage or cost they may incur due to the participation of the undersigned in any of the Club activities, whether caused by the negligence or gross negligence of the Club, its members, officers or directors or otherwise. This release, waiver and indemnity is intended to be as broad and as inclusive as permitted by the laws of the State of Colorado.

If the trip is designated **NO DOGS ALLOWED**, by signing this agreement I am hereby concurring to abide by this rule. If I do not comply with the designated **NO DOGS ALLOWED** rule, I will be asked to leave the activity and will **NOT** be refunded the cost of the trip.

The terms of this Release shall also be binding as to any other persons, or members of my family, including minors, which may accompany me.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE CLUB AND/OR ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, LEADERS AND VOLUNTEERS AND I SIGN IT OF MY OWN FREE WILL.

Participant (print name)	Signature	Date
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