

SKI-DANCE 2023 REGISTRATION AND DISCLAIMER

PLEASE NOTE: Your registration will be accepted once the Participation Agreement (which follows the application below) is signed by all adults in your party and proof of full COVID-19 vaccination (including boosters) is submitted for all participants.

Return to: Presidents' Ski-Dance Weekend
 c/o Jody Blatt
 25 Pepperdine Circle
 Catonsville, Maryland 21228

Name(s): _____

Address: _____ State: _____ Zip: _____

Telephone(s): (1) _____ (2) _____

E-mail _____

(Registration confirmation, other trip details, & any last-minute communication will be sent by E-mail).

REGISTER EARLY
APPLICATIONS POSTMARKED BY JANUARY 13th WILL RECEIVE A DISCOUNT OF \$10 PER ADULT

CHOOSE ACCOMMODATION TYPE *(includes 3 nights lodging and all meals Friday night through Monday morning)*

(Includes meals and linens/towels as specified)

- Bowersox ("motel style": 1 or 2 to a room with bathroom and linens/towel)-


Indicate # of persons and name of participant in selected room type below:

Names of Participants **	Room Type	Cost Per Participant
	Single	\$ 425
_____ _____	Double	\$ 335
Name Age _____ _____	Shared room with two adults Child 11 or under- (sleeping on floor mattress or extra twin as available)	\$ 125
# Participants _____ X cost per participant: _____ =		TOTAL COST


**MOTEL STYLE ROOMS are first come basis. If there is no space available, you will be moved to a cabin and pay the lower rate.*

There is one Motel room with 6 single beds with bath. It will be rented out to 3 or more same sex adults or two couples with each **adult paying \$335 and children paying \$125**. You must identify who is signing up for this room. Please indicate who is sharing this room:

2. Hillside Cabins - Hillside cabins each have two bedrooms and one full bathroom. (Hillside A: one room has a queen and the other has 2 twin beds. Hillside B: One room has a queen and the other has 1 Full & 1 twin bed. Rooms will be assigned based on the number of registrants.) Linens and towel are not provided.

Names of Participants **	Room Type	Cost Per Participant
_____ _____ _____	Single room -Double or queen bed	\$ 315
_____ _____ _____	Shared room – 2 or more people per room (queen/ full/ or twin beds)	\$ 265
_____ _____ _____	Shared room – child 11 and under	\$ 125
# Participants _____ X cost per participant: _____ = TOTAL COST 		

3. Shared Cabins (minimum 3 and maximum 6 to a cabin with shared bathroom; *linens and towels not provided*)

Names of Participants **		Cost Per Participant
_____ _____ _____ _____	Adults	\$ 245
_____ _____ _____	Shared room - Child 11 and under	\$ 125
# Participants _____ X cost per participant: _____ = TOTAL COST 		

TOTAL COST	
TOTAL Room & Board Cost for all categories listed above:	<div style="text-align: right;"> (1) <input style="width: 80px; height: 25px;" type="text"/> </div>
Early Registration (must by post marked by January 14, 2022): YES _____ NO: _____ If "Yes", discount \$10 per adult. # Adults _____ x \$10/adult = DISCOUNT:	
<div style="text-align: right;"> (2) <input style="width: 80px; height: 25px;" type="text"/> </div>	
TOTAL DUE (Box (1) minus box (2))	
<div style="text-align: right;"> <input style="width: 80px; height: 25px;" type="text"/> </div>	

Additional Information:

1. Names and ages of child campers:

2. *If you are sharing a room with one or more people who are completing a separate application, please provide their name(s):* _____

3. *If you wish to be matched with a roommate of the same gender, please check here:*

4. Meatless meals? _____

5. Member of Sierra Club: Yes _____ No _____

DISCLAIMER AND RELEASE OF LIABILITY

Acknowledgment of Outing Member Responsibility, Express Assumption of Risk, and Release of Liability.

Outing: SKI - DANCE WEEKEND Date(s): February 17-20, 2023

Leaders: Bob Mathis & Jody Blatt

PLEASE NOTE

Your registration will be accepted once:

- 1. *The Participation Agreement (which follows below) is signed by all adults in your party, and***
- 2. *Proof of full COVID-19 vaccination, including current booster, is submitted for all eligible participants.***

By signing below, I agree that I have read the "Participation Agreement" provided below, fully understanding all terms and conditions and the waiver of rights contained herein. I SIGN IT FREELY OF MY OWN VOLITION. If any portion of this agreement is held to be invalid, the remainder shall continue in full force and effect.

I also attest that all participants eligible for Covid-19 vaccination, regardless of age, have been fully vaccinated and have received the latest booster and the documentation provided is complete and accurate. I also agree to test myself before attending.

If the Participant is under the age of 18, his/her parent or legal guardian must read and sign below: I am the legal guardian or parent of the above-named minor. I have read and hereby consent to the terms of the Waiver on behalf of the minor and consent to his/her participation in the specified activity.

Adult Participant Signature(s):

Name: _____

Date: _____

Name: _____

Date: _____

Name: _____

Date: _____

Name & Age of Minors

Name: _____ Age: _____

Date: _____

Name: _____ Age: _____

Date: _____

Name: _____ Age: _____

Date: _____

PARTICIPATION AGREEMENT

IMPORTANT: This agreement affects your legal rights. By signing it, you are agreeing to (among other things) assume risks, release claims, waive rights, and indemnify Sierra Club from harm.

1. **Definitions.** The following capitalized terms have the following meanings when used herein:
 - A. "**Sierra Club**" means Sierra Club and its officers, directors, representatives, employees, agents, chapters, volunteers, leaders, and affiliates; **B. "Activities"** means any program, event, and activity offered by and/or on behalf of Sierra Club;
 - C. "**Participant**," who is identified at the bottom of this contract, is either (i) me or (ii) as applicable, a person for whom I am legally authorized to make decisions and who is referred to herein as "**Minor Participant**";
 - D. "**Risks**" means any risk associated, either directly or indirectly, with Participant's presence at and/or participation in any Activities;
 - E. "**Damages**" means any injury, damage, sickness, death, and/or any other loss, whether physical, emotional, financial, or otherwise, caused in whole or in part by Participant, Sierra Club, and/or any third parties in connection with any Activities;
 - F. "**Claims**" means any action, cause of action, claim, controversy, promise, agreement, damage, judgment, cost, expense, and liability of whatever nature, in law or in equity, whether known or unknown, whether contingent or liquidated, and whether based in statute, contract, tort, or otherwise; and
 - G. "**Released Parties**" means Sierra Club and any Sierra Club successor, assign, sponsor, advertiser, inspector, contractor, consultant, and any other person or entity that takes any action on Sierra Club's behalf in connection with any Activities.
2. **Participation.** I (or Minor Participant, if any): (a) agree that my participation in any Activities will be subject to the terms herein; and (b) can and will participate in any Activities in a constructive manner without causing Damages.
3. **Logistics.** I will accurately complete any required forms and abide (and cause Minor Participant, if any, to abide) by all laws, rules, and policies applicable to any Activities. Prior to any Activities, I will be familiar with, and shall have accepted, the associated Risks and will have made any inquiry necessary to fully understand those Risks. Sierra Club may in its sole discretion dismiss me (or Minor Participant, if any) from any Activities for any or no reason. I will be fully responsible for any and all costs, including without limitation travel expenses, associated with my dismissal or departure (or the dismissal or departure of Minor Participant, if any) from any Activities for any reason.
4. **Understanding the Risks.** I confirm all of the following:
 - A. Unplanned or unexpected situations may arise in the course of any Activities, Risks are inherent in all Activities and may not be obvious, and Activities and Risks may cause Damages;
 - B. A few, non-exhaustive examples of Risks include: acts of nature or other matters outside Sierra Club's control; facilities and/or equipment failures; itinerary changes and/or cancellations; transportation issues; problems associated with locations, wildlife, vegetation, and/or lack of access to medical care, AND NEGLIGENCE by Sierra Club or others. There are many potential Risks that are not listed here; and
 - C. I understand all Risks, whether or not they have been communicated to me (and/or to Minor Participant, if any); and I have had adequate opportunity to seek any information necessary to properly evaluate all Risks.
5. **Assumption of Risks.** I confirm my (and Minor Participant's, if any) assumption of all Risks, whether known or not and whether identified or not, and my acceptance of all materials, equipment, and facilities associated with the Risks and/or the Activities in an "AS IS" condition. I accept that I (and Minor Participant, if any) may sustain Damages, including Damages that could be caused by Sierra Club, third parties, and/or me (or Minor Participant, if any).
6. **Release.** I (and Minor Participant, if any) release each and all of the Released Parties from any Claims that I (and Minor Participant, if any) ever had, now has, or may have in the future, for any reason, and that arise out of and/or relate in any manner, whether directly or indirectly, to any Activities (including without limitation travel to or from any Activities), even when any such Claims result from the negligence of any Released Party.

7. **Waiver.** Regarding the release above, I waive all rights that I (and Minor Participant, if any) may have now or in the future under Cal. Civil Code § 1542 stating: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR THE RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."
8. **No Third-Party Lawsuits.** I (and Minor Participant, if any) will not participate in, either directly or indirectly, or cause any third party to initiate, any litigation against any Released Party regarding any Claims associated directly or indirectly with involvement by me (or Minor Participant, if any) in any Activities (the "**Third Party Claims**").
9. **Indemnification.** I will indemnify, hold harmless, and defend each Released Party from and against any and all Third-Party Claims (including without limitation attorney's fees).
10. **No Warranties.** No information related to any Activities and/or Risks and communicated to me (and/or to Minor Participant, if any) in any manner, including without limitation difficulty ratings, safety or risk evaluations, equipment recommendations, or participant assessments, shall be construed as a Sierra Club warranty or representation of any kind. Sierra Club has given no warranty, express or implied, regarding the Activities, the Risks, and/or any Damages except as stated herein or in another writing signed by a Sierra Club officer (each, a "**Warranty**"). In signing this agreement, I have not relied on any statement not set forth herein or in any Warranty.
11. **Amendment and Interpretation.** This agreement may not be amended except in writing signed by a Sierra Club officer and is intended to be interpreted and enforced to the greatest extent allowed by law. If any provision herein is deemed unenforceable, the remaining provisions shall still be enforced. This agreement is binding upon any personal representative, successor, heir, or assign of Participant (and Minor Participant, if any).
12. **Dispute Resolution.** Any dispute relating to or arising from the enforcement and/or interpretation of this agreement or any Activities (each, a "**Dispute**") shall be governed by California law without reference to its conflicts of laws rules and shall be resolved exclusively in the state courts existing in Alameda County, California. Before initiating any legal proceeding against Sierra Club in connection with any Dispute, I agree to first inform Sierra Club's general counsel in writing of the Dispute's factual and legal basis and to give Sierra Club thirty (30) days to respond.
13. **Federal Land Agencies.** If a court of competent jurisdiction determines that an agency rule prevents me from agreeing to any clause herein, that clause shall not be enforced.
14. **Medical Care.** In connection with any Activities, I authorize Sierra Club to obtain, provide, and/or authorize medical care, treatment, and transportation to a medical facility for me (or Minor Participant, if any) if I cannot do so, and will pay all associated costs. I authorize the release to any third parties of my (or Minor Participant's, if any) medical records and personal information, if necessary or useful for treatment, referral, billing, or insurance purposes.
15. **Publicity Permission (Optional).** I am aware that staff or others sometimes capture photographs, quotes, or other impressions or recordings of participants and share them with Sierra Club for use them in a variety of ways, such as (but not limited to) in the newsletters, web pages, or social media of Sierra Club or its allies. I (and Minor Participant, if any) agree not to restrict or condition such use in any way, unless I've indicated otherwise near my signature.
16. **Additional Terms Related to Covid-19**
I acknowledge that Ski Dance and Camp Sequanota have put in place preventative measures to reduce the spread of COVID-19. All participants are required to be vaccinated and wear masks in all indoor activities (including dances) except while eating or drinking. The organizers cannot guarantee that you or your family will not become infected with COVID-19. *Further, attending Ski Dance could increase your risk, your family's risk of contracting COVID-19.*

I CONFIRM THAT I (OR MINOR PARTICIPANT, IF ANY) AM VOLUNTARILY PARTICIPATING IN ONE OR MORE ACTIVITIES WITH MY FULL KNOWLEDGE OF THE RISKS. ON MY BEHALF (AND ON BEHALF OF MINOR PARTICIPANT, IF ANY), I FULLY ASSUME AND ACCEPT ALL RISKS (KNOWN OR UNKNOWN, IDENTIFIED OR NOT) ASSOCIATED DIRECTLY OR INDIRECTLY WITH THE ACTIVITIES AND POTENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION AS MAY BE CAUSED IN WHOLE OR IN PART BY ANY SIERRA CLUB NEGLIGENCE AND/OR ANY CONDUCT BY ME (AND MINOR PARTICIPANT, IF ANY).