

**LIABILITY RELEASE AGREEMENT  
(READ CAREFULLY BEFORE SIGNING)**

I expressly consent to participate in the Tannenbaum Ski Club. I understand that the sports of skiing, snowboarding and other recreational activities involve risks of injury, grievous bodily harm and/or death. In consideration for being permitted to participate in the Tannenbaum Ski Club, I voluntarily agree to expressly assume all risks of injury, grievous bodily harm and/or death that may result from skiing, snowboarding or other recreational activities while with the Tannenbaum Ski Club. I hereby agree to release and hold harmless the Tannenbaum Ski Club, its officers, board, volunteers and agents (collectively "Providers") from all liability for injury, death, property loss and any other damages that may result from participation in the Tannenbaum Ski Club. This includes but is not limited to, those damages that arise from the sports of skiing or snowboarding. This release is intended to cover any and all activities of the Tannenbaum Ski Club, including any and all liability which results from the negligence or gross negligence of the Providers.

I further agree to defend and indemnify the Providers for any claims or lawsuits arising out of personal injury, death, property loss, or any other damages to any person, caused by, related to or arising out of my participation in the Tannenbaum Ski Club.

I further agree to release and hold harmless the Providers for the negligent and/or intentional acts of others, including but not limited to, the acts of other Participants or other Providers that may arise from my participation in the Tannenbaum Ski Club. This includes any claim for failure to supervise, failure to enforce and failure to advise or provide information regarding local conditions, laws, rules or regulations.

I agree to ski and snowboard safely at all times, to conduct myself in a proper manner and to comply with the rules and policies of the Tannenbaum Ski Club, and to obey all instructions given by the Tannenbaum Ski Club and/or its Providers. It is my responsibility to always be alert and aware of my surroundings and to be aware of all local conditions and abide by all local laws and rules during my participation in the Tannenbaum Ski Club. "Local" includes any and all locations, whether or not in Germany, that I travel to or through during the course of my participation in the Tannenbaum Ski Club.

I authorize any person connected with Providers or the Tannenbaum Ski Club to administer first aid to me, as they deem necessary, and release them for any liability therefore. I authorize medical and surgical care and transportation to a medical facility or hospital for treatment necessary for my well-being, at my expense.

Furthermore, I recognize, understand and agree that there may be alcoholic beverages provided, served, or made available at any or all club functions, including the bi-monthly meetings. I take full complete and unconditional responsibility for my own actions and those of my guests and any consequences thereof, foreseeable or unforeseeable, as a result of the consumption of alcohol by myself or others and further agree to hold harmless the Tannenbaum Ski Club and its Providers from any liability as a result of such actions and/or consequences. I agree that it is my duty, and mine alone, to ensure that I consume alcohol responsibly.

I understand that the Tannenbaum Ski Club is a private, non-profit organization. It is not part of the Department of Defense (DoD) or any of its components. I understand that the Tannenbaum Ski Club is run by its members on a volunteer basis. I understand that I am not obligated in any way whatsoever to participate in any activity offered by the Tannenbaum Ski Club and that my participation is strictly voluntary and subject to advice and consent of my personal physician or health professional.

I HAVE READ, UNDERSTAND, AND VOLUNTARILY AGREE TO THIS RELEASE OF LIABILITY. I have also read the Tannenbaum Constitution and By-laws. I am signing this release freely, realizing it is a legally binding agreement upon me, my estate, my heirs and assigns.

Participant's Name: \_\_\_\_\_

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

## TANNENBAUM SKI CLUB (TSC) 2021-22 "FINE PRINT" (initial by each item)

### **RESPONSIBILITIES:**

Each individual is responsible for his/her own equipment, lift tickets (unless otherwise specified), and all other expenses or items not specifically covered in the cost of trips. TSC trip participants are fully responsible for arriving within times as announced by the Trip Captain (TC). Buses will depart on time! TSC trip participants are responsible for proper border crossing documents (on their person, not packed in luggage), required local currencies, and proof of ski/winter sport insurance.

### **SKI OR WINTER SPORT INSURANCE:**

TSC participants are required by the TSC Constitution (as mandated by Department of Defense regulation) to obtain individual ski or winter sport insurance to cover rescue and liability due to skiing related mishaps. In the event a member needs a mountain rescue, providers of these services require proof of ability to pay for their services. Some winter sport insurance policies cover initial rescue, liability and equipment, but not further medical treatment or hospitalization in a foreign country. Members should consider purchasing insurance that includes coverage for loss or damage of ski equipment. Failure to comply with the insurance requirements may result in removal from TSC.

### **BEHAVIOR:**

The goal of TSC trips is for trip participants to enjoy themselves. To meet this goal, certain basic standards must be established so the behavior of a few does not detract from the fun of many. Therefore, TSC through its TCs may remove any individual from any trip at any time if, after being warned, the individual continues to exhibit behavior which endangers the trip participants or may bring discredit to TSC or DoD. TSC will not tolerate destruction of property or any other disruptive behavior. Individuals who are consistently obnoxious at ski club events will be barred from future trips and activities and will have their membership revoked. Smoking and vaping are not allowed while traveling on a bus contracted by TSC.

### **PET POLICY:**

Under no circumstances are pets allowed on the bus to and from trips and/or to and from the mountain.

### **EARLY BIRD SPECIAL:**

Any member paying a trip in full on its opening night will receive a €10 discount from the full trip price. This offer excludes single-day trips if advertised for the event.

### **FINAL PAY:**

If your final payment is not received by the published "Final Pay Date", the TC will remove your name from the trip if there is a waiting list. If there is not a waiting list, individuals are responsible for the entire amount of the trip unless they cancel by the "Final Pay Date". If you cannot make it to the social event on the final pay date, it is critical that you contact your TC to make other arrangements for payment to ensure you keep your spot on the trip.

### **CANCELLATION POLICY:**

Tannenbaum Ski Club is a non-profit, volunteer-run club. We book all of our trips through travel agencies months in advance. The travel agencies, hotels, and bus companies have strict cancellation policies that we must adhere to. The club does not have the funds to absorb the cancellation fees they charge, even when the cancellation is due to a short-notice TDY or deployment or a family emergency. We do our best to assist in finding you a replacement. Additionally, we try to work with the tour company for some type of refund, but it's not guaranteed and it's not determined until after the trip when the final bill is consolidated. Contact your TC for further explanation. In the event that you need to cancel your booking on a trip, please be advised of the following policies (for additional information, see our Cancel/Refund Policy on the website at [tbaumskiclub.com](http://tbaumskiclub.com)):

- a) There is always a €30 cancellation fee.
- b) From sign-up through the published final pay date, cancellations result in refund of deposit/payment minus €30 per space.
- c) Following published final pay date, members and guests are liable for any expenses incurred by TSC and refunds (when applicable) will not be made until TSC reconciles the final bill for the trip.
- d) When there is no wait list and with TC approval, participants may find a replacement should they need to cancel. Cancellation fees still apply.
- e) Individuals must pick up refunds at a scheduled social event occurring within 45 days of the trip returning or the refund will be forfeited. If refunds cannot be collected at a social event due to their schedule or a social event is not scheduled within that window (e.g. the end of the season), it is the responsibility of the individual to give the TC/ATC written permission to collect the refund from TSC treasury. The TC/ATC and the individual will then make arrangements to meet for refund.

### **COVID-19 POLICY:**

As borders remain open, trips will run as planned. If the borders remain open but the military is unable to travel due to military restrictions, TSC will work to obtain any possible refund, however we cannot guarantee any refund as TSC may still be charged by the bus and hotels.

### **LIFT TICKET POLICY:**

When purchasing group lift tickets, TCs will charge trip participants no more than the posted lift ticket price as shown on the official resort website, rounded up to the nearest five. Any leftover money resulting from a group discount offered by the resort after we arrive can be used to fund the TC's or ATC's lift ticket. Any additional cost for the TC's or ATC's lift ticket above and beyond what was collected from the trip participants must be paid for by the TC or ATC out of their own pocket. Contact the Board of Directors if you feel this is not being enforced.

### **CLUB DEBT RESPONSIBILITY:**

The members are jointly and severally liable for organizational debts in the event TSC assets are insufficient to discharge liabilities. Our club is in good standing now and has been for five decades. We have a board of directors that includes a treasurer that consistently watches our debt to asset ratio. We do not foresee any issues with our finances.