

RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

I, and all members of my family, fully understand that the **SWFL SKI & TRAVEL CLUB** (formerly the Naples Ski Club) - hereinafter referred to as "Club"; acts only as a coordinator of any ski trips or other Club activities, and is *not* a Seller of Travel Services as defined by Florida Statutes Chapter 559, as amended, or any similar Federal or State statute or regulation. As such, the undersigned, on behalf of him/herself and all members of his family, understands that the Club, as a trip or activity 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 any trip or activity. Ski trip and other activity fees are based upon current tariffs and are *subject to change without notice*. The Club accepts no responsibility, in whole or in part, for any delay, delayed departure or arrival, missed air travel or other carrier connections, loss damage, or injury to person or property, or any mechanical defect or failure of any nature whatsoever, or for any substitution of lodging or a common carrier with or without notice, or for any additional expenses occasioned thereby. I/we fully understand that the Club is a voluntary association run by volunteers only, who are not professionally trained in conducting ski trips or other Club activities. As such, by participating in any such trip or Club activity, I/we do *not* rely upon the expertise of any Director, Officer, Trip Leader, Activity Coordinator, or any of the Assistants on any such trip or activity. I, and all members of my family, hereby expressly acknowledge that snow skiing and similar activities are inherently dangerous, and we hereby acknowledge that hazards are inherent to the sport of snow skiing or snowboarding, and hereby assume all risk of injury or damage incident to such activity. As such, I/we hereby agree that I/we are solely responsible for our personal safety and conduct, and that as a participant, my family and I hereby jointly and severally absolve, release, waive, and forever discharge any and all liability, claims or demands against the **SWFL SKI & TRAVEL CLUB**, or any of its Officers, Directors, Agents, Trip Leader, 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. In further consideration for the mutual benefit derived from the joint participation by membership in the Club, and participation in Club related activities, I/we fully understand that I am responsible for meeting all payment deadlines and obligations to the Club in a timely fashion. Should I/we miss any departure, I/we understand that I/we may not be able to recover any part of my/our trip or activity payment. Should any disputes arise out of any activities of the ski club, the undersigned member agrees to resolve any such claims by arbitration and expressly waves the right to pursue any such claims or disputes in any forum, including courts of this state or foreign jurisdiction.

Furthermore, I, and my family members, hereby agree that the Club shall not be responsible for either myself or any member of my family who is denied entry into any state, territory, providence, or country because of any prior criminal convictions, civil offenses, or by reason of any rules or regulations propagated by the US Department of Immigration and Naturalization Services including, but not limited to, laws and regulations governing the issuance and renewal of US Passports and/or Travel Visas.

Furthermore, I agree to indemnify and hold harmless the Club, its Officers, Directors, Agents, Trip Leader, and Assistant Trip Leaders from any and all loss from expenses incurred by or attributable in any way with any ski trip or other Club sponsored activity. I/we agree to abide by the By-Laws, Rules and Regulations of the Club and the Trip Leaders in connection with any ski trip or other club activity.

This Release and Hold Harmless Agreement shall not prohibit personal injury actions between individual members including Officers and Directors for personal injury due to negligence.

I HAVE READ THE FOREGOING RELEASE AND HOLD HARMLESS AGREEMENT, AND AGREE, ON BEHALF OF MYSELF AND MY FAMILY, TO BE BOUND BY THE TERMS AND CONDITIONS THEREOF. ALL MEMBERS OVER EIGHTEEN (18) YEARS OF AGE MUST SIGN.

Signature Date

Signature Date

Print Name

Print Name

Signature Date

Signature Date

Print Name

Print Name