

## CLEVELAND METRO SKI COUNCIL, INC. TRIP AND TOUR AGREEMENT

- A. DEPOSIT:** The initial deposit for Aspen trip: \$259.00 per person.
- B. IDENTIFICATION:** Each person MUST HAVE AN UP-TO-DATE PASSPORT OR PICTURE ID for presentation at the airport for check-in. No refunds will be made to any passengers whose participation is affected due to failure to possess proper identification.
- C. CANCELLATION AND/OR CHARGES:** Cleveland Metro Ski Council, Inc. (CMSC) reserves the right to withdraw the tour, to refuse to accept or retain any person as a member of the tour at any time, or make changes in the published itinerary whenever in their sole judgment conditions warrant prior to departure time. CMSC may add supplemental cost such as but not limited to fuel surcharges, taxes, and currency exchange rate and airport departure charges to the price of this trip.
- D. RESPONSIBILITY:** CMSC is acting as agent for the applicant and shall not be liable for any loss of or damage to baggage or property, for any loss, injury, personal injury, death, accident, delay, inconvenience, or any other loss during, or occasioned by applicant's participation or lack of participation, in any trip or tour. Trip participants will ski or snowboard at their own risk.
- E. REFUNDS:** A full refund will be made to applicant if the trip is canceled by CMSC except and unless where such cancellation is necessitated or caused, either wholly or in part, by applicant's cancellation or failure to make timely payments. Failure to make timely payments, at trip chairperson's discretion, may be deemed cancellation.
- 1) Where applicant "cancels" at any time and where the trip or tour departs with 100% capacity ("filled") applicant SHALL be entitled to a full refund less a \$ 25.00 service charge and any costs incurred by CMSC because of the cancellation.
  - 2) Where applicant "cancels" ninety (90) days or more prior to departure, and where the trip or tour departs with less than 100% capacity ("Unfilled"), and where applicant provides and secures an eligible individual who completes applicant's Trip or Tour Agreement ("Replacement"), then applicant SHALL be entitled to a full refund, less a \$25.00 service charge and any cost incurred by CMSC because of the cancellation and change.
  - 3) Where applicant "cancels" less than 90 days prior to departure, and where the trip or tour departs "unfilled", and where applicant has not provided and secured a "replacement", then applicant will FORFEIT INITIAL DEPOSIT (SEE TRIP), be charged a \$25.00 service fee, and ANY AMOUNTS EXPENDED, PAID, or INCURRED BY CMSC AS A RESULT OF THE "CANCELLATION" INCLUDING UNUSED AIRFARE.
  - 4) LODGING, LIFTS, OR OPTIONS. Regardless of when reservations are made, a passenger may cancel only by mail, sent to the trip chairperson's address listed on trip. Applicant shall be liable to CMSC for any monies expended or paid by CMSC over and above payments made by applicant to CMSC.
- F. OTHER:** For non-CMSC club members, an Associate non-refundable membership fee is \$25.00 single, \$35.00 family. Any trip or tour and this Agreement are subject to CAB rules and regulations.

**(PRINT YOUR COMPLETE LEGAL NAME – IT MUST BE THE SAME AS ON YOUR PASSPORT OR DRIVER'S LICENSE – ATTACH A COPY)**

Check one trip:     Aspen /Snowmass, Feb 6-Feb 12,2010     CMSC Air     Own Air

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ Middle Initial \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ • Work Phone (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Email Address: \_\_\_\_\_

Club Name \_\_\_\_\_ Year Joined \_\_\_\_\_

Date of Birth \_\_\_\_\_

Smoking \_\_\_\_\_ Non-smoking \_\_\_\_\_ • Male \_\_\_\_\_ Female \_\_\_\_\_ • Single \_\_\_\_\_ Married \_\_\_\_\_

Rooming Preference (w/whom) \_\_\_\_\_

In Case of Emergency, contact (please fill out):

Name \_\_\_\_\_ Phone (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

**Deposits will be accepted until trip is full.** When trip is full, your name and deposit will be held on a waiting list until there is an opening.

**Final payment is due as stated on the trip flyer.** If balance is not received by this date, the people on the waiting list will be given priority. The trip chairperson will not call to remind you that your balance is due. It is your responsibility! Your deposit will be automatically forfeited!

Enclosed is my check for \$ \_\_\_\_\_

**(Make checks payable to Cleveland Metro Ski Council, Inc.)**

**I do hereby accept the foregoing terms of this agreement.**

\_\_\_\_\_  
Signature of Applicant (If Applicant is under 21, have parent or guardian sign)

**Send agreement and check to**

**Art Pokopac  
3956 Troon Dr.  
Uniontown, Oh 44685**