

CONEJO SKI & SPORTS CLUB
WAIVER AND RELEASE OF LIABILITY AND CONDUCT POLICY
Mammoth 2024 Jan, Feb, and/or Mar
(READ BEFORE SIGNING)

In consideration of being allowed to participate, in any way, in the Conejo Ski & Sports Club programs, related events, and activities

I, _____ and I, _____
(Participant(s) Name Printed) the Undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from many of the activities is significant, including the potential for permanent paralysis and death, and while particular skills, rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,

2. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES** or others and assume full responsibility for my participation; and,

3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,

4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE AND HOLD HARMLESS** Conejo Ski & Sports Club, their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and leasers of premises used to conduct the event ("**RELEASEES**"), **WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, LOSS OR DAMAGE TO PERSON OR PROPERTY, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**, to the fullest extent permitted by law.

Activity participant agrees that this release will apply to all known and unknown as well as unanticipated claims, injures and damages resulting from club activities, as well as, those now disclosed and all rights under section 1542 of the Civil Code of California are hereby expressly waived. Section 1542 of the Civil Code of California reads as follows:

"A general release does not extend to claims which the (person signing the release) does not know or suspect to exist in his (or her) favor, at the time of execution of the release, which if known by him (or her) must have materially affected his (or her) signing the release."

In addition, I have read, understand and agree to the Conejo Ski & Sports Club (CSSC) Conduct Policy which states: *"All participants are required to observe common courtesy and generally accepted standards of behavior. CSSC will not tolerate violation of any federal, state, or local laws or ordinances. Illegal use of drug, tobacco or alcohol will cause the participant to be removed from the event. Additionally, CSSC will not reimburse the participant for any forfeited payments. CSSC may also choose, for the benefit of all participants, to prohibit smoking or alcohol at events. Participants who display obnoxious or offensive behavior in violation of this conduct policy, as determined by the CSSC event representative, may be removed and/or isolated from the group. Participants shall adhere to the requirements of the CSSC event packages (i.e. lift tickets) and not transfer, resell or barter all or portions of the package. Only CSSC or the issuing agency may compensate the participant for the unused portion or transfer. Failure to comply may result in exclusion from future CSSC sponsored activities."*

CSSC maintains a strict policy prohibiting harassment or discrimination of any type. Additionally, if behavior offensive to others (profanity, off-color humor) continues after the offending person is asked by a CSSC representative to refrain from its use, the offending participant may be subject to sanctions up to removal from the activity and/or removal from the club.

I have read and understand the above statements, and I am signing this document, granting this release and participating in this activity voluntarily. I also agree to abide by the CSSC conduct policy.

Signature(s)	Date
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CALIFORNIA SELLER OF TRAVEL (CST) REQUIRED DISCLOSURES

For the 2024 Mammoth trips departing on Jan, Feb and/or Mar

Conejo Ski & Sports Club is a registered California Seller of Travel

The mailing address for Conejo Ski & Sports Club is P. O. Box 6276, Westlake Village, CA 91359

Conejo Ski & Sports Club's California Seller of Travel (CSC) number is CST 2109794-40

Note: "Registration as a seller of travel does not constitute approval by the State of California."

Conejo Ski & Sports Club is a participant in the Travel Consumer Restitution Fund. This transaction is covered by the California Travel Consumer Restitution Fund (TCRF) if the seller of travel was registered and participating in the TCRF at the time of sale and the passenger is located in California at the time of payment. Eligible passengers may file a claim with TCRF if the passenger is owed a refund of more than \$50 for transportation or travel services which the seller of travel failed to forward to a proper provider or such money was not refunded to you when required. The maximum amount which may be paid by the TCRF to any one passenger is the total amount paid on behalf of the passenger to the seller of travel, not to exceed \$15,000. A claim must be submitted to the TCRF within 12 months after the scheduled completion date of the travel. A claim must include sufficient documentation to prove your claim and a \$35 processing fee. Claimants must agree to waive their right to other civil remedies against a registered participating seller of travel for matters arising out of a sale for which you file a TCRF claim. You may request a claim form by writing to: Travel Consumer Restitution Corporation; 468 Manzanita Ave., Suite 1, Chico, CA 95926; or by visiting TCRF's website at: www.tcrfinfo.org.

California law requires certain sellers of travel to have a trust account or bond. Conejo Ski & Sports Club has a trust account. Conejo Ski & Sports Club is required, and does, deposit all monies received for travel trips into a travel trust account which complies with California law.

Upon cancellation of the transportation or travel services, where the passenger is not at fault and has not canceled in violation of any terms and conditions previously clearly and conspicuously disclosed and agreed to by the passenger, all sums paid to the seller of travel for services not provided will be promptly paid to the passenger, unless the passenger advises the seller of travel in writing, after cancellation. This provision does not apply where the seller of travel has remitted the payment to another registered wholesale seller of travel or a carrier, without obtaining a refund, and where the wholesaler or provider defaults in providing the agreed-upon transportation or service. In this situation, the seller of travel must provide the passenger with a written statement accompanied by bank records establishing the disbursement of the payment, and if disbursed to a wholesale seller of travel, proof of current registration of that wholesaler.

I have received, read, and understand the required CST disclosures.

Date: _____/202__ Printed Name: _____ Signature: _____

Date: _____/202__ Printed Name: _____ Signature: _____

Non-California Residents only: If you are not a resident of California, this transaction is **not covered** by the California Travel Consumer Restitution Fund. As a non-resident of California, I have also been told verbally that this transaction is not covered by the California Travel Consumer Restitution Fund.

Date: _____/202__ Printed Name: _____ Signature: _____

Date: _____/202__ Printed Name: _____ Signature: _____