

CONSUMER DISCLOSURE NOTICE AND RISK ASSUMPTION AGREEMENT

PLEASE READ THIS NOTICE AND AGREEMENT. IT CONSTITUTES PART OF YOUR CONTRACT FOR TRAVEL RELATED SERVICES. PLEASE ALSO CHECK YOUR TRAVEL DOCUMENTS CAREFULLY UPON RECEIPT AND CONTACT THE LOS ANGELES COUNCIL OF SKI CLUBS TRIP LEADER IF YOU HAVE ANY QUESTIONS. MOST DISCOUNT FARES INVOLVE RESTRICTIONS. CHANGING CARRIERS OR FLIGHTS COULD RESULT IN THE AIRLINE DEMANDING AN INCREASED FARE. YOU MUST CONTACT THE LOS ANGELES COUNCIL OF SKI CLUBS TRIP LEADER BEFORE MAKING ANY CHANGES.

The Los Angeles Council of Ski Clubs. (hereinafter referred to as "LAC"), is acting as a representative for, but not limited to, its agents, employees, officers, directors, associates, affiliated companies, subcontractors, travel agents, or sellers of travel (all hereinafter referred to as "Supplier[s]"), in selling travel-related services or in accepting reservations or bookings for services (including but not limited to: air and ground transportation, hotel accommodations, meals, tours, cruises, etc.) that are not directly supplied by LAC. Therefore, LAC shall not be responsible for Supplier's breach of contract, failure to comply with the Americans with Disabilities Act (ADA), failure to comply with any state or federal laws, or intentional or negligent actions or omissions on the part of such Supplier[s], which result in any loss, damage, delay, inconvenience or injury to Participants or Participants' companions or group members (all of which are hereinafter referred to as "Participant[s]").

Unless the term "guaranteed" is specifically stated in writing on tickets, invoices, or reservation itineraries, LAC does not guarantee any of such Supplier's rates, bookings, reservations, connections, scheduling, or handling of baggage or other personal effects of Participant[s]. Execution of this document indicates Participant's agreement that LAC will not be responsible for Participant's satisfaction of any and all details of travel arrangements made by Supplier.

I. Risks, Cancellations and Insurance

Participant assumes complete and full responsibility for, and hereby releases LAC from, any duty of checking and verifying any and all passport, visa, vaccination, or other entry requirements of each destination, and all safety and security conditions of such destinations, during the length of the proposed travel. However, LAC specifically recommends that U. S. Citizens traveling to Canada, Mexico or the Caribbean, do so with a valid U. S. Passport. For information concerning possible dangers at international destinations, contact the Travel Advisory Section of the U. S. State Department, (202) 647-5225, or access the State-Department's on-line travel advisory service <http://travel.state.gov/travel/warnings.html>. For medical information, call the U. S. Centers for Disease Control (CDC), (404) 332-4559 or log on to www.cdc.gov/travel.

LAC shall not be responsible for any injuries, losses or damages in connection with terrorist activities, social or labor unrest, mechanical or structural integrity of air, sea, and ground transportation and accommodations, diseases, local laws, terrorists acts, climatic conditions, Acts of God, delays, changes or cancellation of travel due to weather conditions, hotel services, accidents or health related problems before or while in-transit to (e.g., an accident on the way to a tour), during, and after a tour, or any other actions, omissions, or conditions outside of LAC's control.

If travel plans are delayed or cancelled for any reason there will be no refunds issued by LAC. There will be no refunds for cancellations made 90 days or less before departure, including cancellations due to actual or threatened terrorist events. There will be no refunds due to fear of travel from actual or threatened terrorists events.

It is the Participant's responsibility to protect their purchases and Travel Insurance is strongly recommended. Participant is advised to obtain appropriate insurance coverage against these risks; information is available through lacouncil.org regarding travel insurance. Participant's retention of tickets, reservations, or bookings after issuance shall constitute consent to the above and an agreement on his/her part to convey the contents hereto to his/her travel companions or group members.

By executing this Agreement and/or embarking upon his/her travel, Participant voluntarily assumes all risks involved in such travel, whether expected or unexpected. Participant is hereby warned of the above risks as well as possible travel industry bankruptcies, medical and climatic disruptions and the possibility Participant may be unable to travel as scheduled because of personal emergency.

II. Release and Assumption of Risk.

Participant understands and agrees that during the trek, tour, expedition, or other trip in which Participant will participate, under the arrangements of LAC and/or its Suppliers, certain risks and dangers may arise, including, but not limited to: acts of God; the hazards of traveling in unsafe or politically unstable areas or under unsafe conditions; dangers of civil disturbances and war; forces of nature; any dangers and risks inherent in sporting activities; negligent or reckless acts and/or omissions of LAC or of its Suppliers; travel by boat, automobile, train, ship, aircraft, or other means of conveyance; and accident or illness in remote areas without access to medical facilities, transportation, or means of rapid evacuation and assistance. LAC shall not be responsible for any injuries, damages, or losses caused to any Participant in connection with any of the above and/or terrorist activities, religious unrest, social or labor unrest, mechanical or construction failures or difficulties, diseases, local laws, climatic conditions, abnormal conditions or developments, or any other actions, omissions, or conditions outside the Supplier's control. Participant assumes complete and full responsibility for, and hereby releases LAC and/or Supplier from any duty of, checking and verifying any and all passport, visa, vaccination, or other entry requirements of each destination, and all safety or security conditions at such destinations. For information concerning possible dangers at international destinations, contact the Travel Advisory Section of the U.S. State Department, (202) 647-5335. For medical information, refer to the U.S. Centers for Disease Control (CDC), (404) 332-4559 or use their fax information service at (404) 332-4565.

In consideration of, and as a part of the payment for, the right to participate in such treks, tours, expeditions, or other activities and as a part of the payment for, the services arranged for Participant by LAC and its Suppliers, Participant hereby expressly assumes all of the above risks, including, to the extent permitted by law, the risk of negligent or reckless acts or omissions of LAC and its Suppliers, and Participant hereby expressly agrees to forever release, discharge and/or hold, LAC and its Suppliers, harmless against any and all liability, actions, causes of action, debts, suits, claims, and demands of any and every kind and nature whatsoever which now have or which may hereafter arise out of or in connection with Participant's trip or participation in any activities arranged for me by LAC and/or its Suppliers. The terms of this agreement shall serve as a complete release and express assumption of risk for Participant, Participant's heirs, assignees, administrators, executors, and all members of Participant's family, including any accompanying minors.

III. ALTERNATIVE DISPUTE RESOLUTION

A. The International Forum of Travel and Tourism Advocate’s (IFTTA)

LAC desires to maintain friendly relationships with its clients (agents, sellers, buyers, etc.). In order to provide for a mutually beneficial relationship, LAC has established an alternative mediation program in the event of a misunderstanding or dispute between LAC and its clients.”

Participant acknowledges that in calculating the cost of the tour or trip LAC has relied on consent to the terms of this Agreement and on their enforceability.

If a dispute arises out of or relates to this Agreement or breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the *World Travel Dispute Center* under the applicable guidelines as established by International Forum for Travel and Tourism (IFTTA) before resorting to arbitration, litigation, or some other dispute resolution procedure. If mediation is not successful, the parties will settle by binding arbitration administered by the World Travel Dispute Center under the applicable guidelines as established by IFTTA. Judgment on the award rendered by the arbitrator(s), or written agreements of the parties, may be entered in any court having jurisdiction thereof or written agreements of the parties. If litigation is necessary to enforce this agreement, the prevailing party(s) shall receive costs and attorney’s fees.

PARTICIPANT HAS READ AND FULLY UNDERSTANDS THE PROVISIONS AND THE LEGAL CONSEQUENCES OF THIS RELEASE AND ASSUMPTION OF RISK AGREEMENT AND HEREBY AGREES TO ALL OF ITS CONDITIONS, RESOLUTIONS AND CONTENT. PARTICIPANT ACKNOWLEDGES THAT LAC HAS RECOMMENDED THAT PARTICIPANT HAVE AN ATTORNEY REVIEW THIS AGREEMENT PRIOR TO EXECUTION.

Dated

By Participant: _____

Name Printed : _____

LAC CONDUCT POLICY

LAC sponsors various programs and events for a varied population. The LAC Conduct Policy was developed to maximize the enjoyment for all participants and to provide guidelines for LAC. This policy applies to all persons participating in a LAC program or event. All participants are requested to observe common courtesy and generally accepted standards of behavior. Programs and events include, but are not limited to, LAC sponsored trips, banquets/parties, and races.

LAC will not tolerate violation of any Federal, State or Local laws or ordinances. Illegal use of drugs, tobacco or alcohol will cause the participant to be removed from the program or event. Additionally, LAC will not reimburse the participant for any forfeited payments. LAC may also choose, for the benefit of all participants, to prohibit smoking at an event. Participants who display obnoxious or offensive behavior in violation of this conduct policy, as determined by the LAC representative, may be removed and/or isolated from the group.

Participants shall adhere to the requirements of LAC trip packages (e.g., lift tickets) and not transfer, resell or barter all or portions of that package. Only LAC or the issuing agency may compensate the participant for the unused portion or transfer. Failure to comply may result in exclusion from future LAC sponsored events.

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

I, AS PARTICIPANT, HAVE READ, UNDERSTAND AND AGREE TO THE LAC CONDUCT POLICY AND I AGREE THAT, IF I VIOLATE THIS POLICY, I MAY BE REMOVED FROM THE SPONSORED ACTIVITY.

_____	_____
Dated	Phone Number
_____	_____
Signature of Participant	Name Printed
_____	_____
Signature of Parent (or legal guardian) if under 18	Name Printed

PERSONS TO NOTIFY IN CASE OF EMERGENCY – PLEASE PROVIDE TWO WHO ARE NOT ON THE TRIP

_____	_____
Name	Name
_____	_____
Relationship	Relationship
_____	_____
Street Address	Street Address
_____	_____
City, State, Zip	City, State, Zip
_____	_____
Home Phone	Home Phone
_____	_____
Work or Cell Phone	Work or Cell Phone