

## SKIDANCE 2024 REGISTRATION AND DISCLAIMER

**PLEASE NOTE:** Your registration will be accepted once the Participation Agreement (which follows the application below) is signed by all adults in your party and payment is received.

**Return completed application and check with full payment to:**

Presidents' SkiDance Weekend  
c/o Jody Blatt  
25 Pepperdine Circle  
Catonsville, Maryland 21228

Name(s): \_\_\_\_\_

Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone(s): (1) \_\_\_\_\_ (2) \_\_\_\_\_

E-mail \_\_\_\_\_

*(Registration confirmation, other trip details, & any last-minute communication will be sent by E-mail).*

**CHOOSE ACCOMMODATION TYPE** - Includes 3 nights lodging and all meals Friday night through Monday morning along with all program activities. Linens and towels are only provided if specified. If there are more people requesting rooms than can be accommodated, preference will be given to those sharing a room.

- Bowersox** – Most rooms in the Bowersox Enrichment Center have two twin beds and a private bathroom. Some rooms can sleep 3 or more people with a queen and a twin or multiple twin beds. If more than 2 adults will be sharing the room, please indicate that in the table below in the “Double” section. **All rooms have a private bathroom and linens and towels are provided.**

**Indicate # of persons and name of participant in selected room type below:**

Names of Participants	Room Type	Cost Per Participant						
	Single	\$ 475						
<hr style="border: 1px solid black;"/> <hr style="border: 1px solid black;"/> <hr style="border: 1px solid black;"/> <hr style="border: 1px solid black;"/>	Double (or more)	\$ 385						
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; border-bottom: 1px solid black;"><b>Name</b></td> <td style="width: 30%; border-bottom: 1px solid black;"><b>Age</b></td> </tr> <tr> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> </tr> <tr> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> </tr> </table>	<b>Name</b>	<b>Age</b>					Children- To qualify for the “child” rate, the child must be 11 or younger and sharing the room with two people 12 or older.	\$ 150
<b>Name</b>	<b>Age</b>							

# Participants _____ X cost per participant: _____ = TOTAL COST	→
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2. Hillside Cabins - Hillside cabins each have two bedrooms and one full bathroom which is shared. Rooms will be assigned based on the number of registrants (Hillside A: one room has a queen and the other has 2 twin beds. Hillside B: One room has a queen and the other has 1 Full & 1 twin bed.) **Linens and towels are not provided.**

Names of Participants **	Room Type	Cost Per Participant
_____ _____ _____	Single room -Double or queen bed	\$ 385
_____ _____ _____	Shared room – 2 or more people per room (queen/ full/ or twin beds)	\$ 315
_____ _____	Children- To qualify for the “child” rate, the child must be 11 or younger and sharing the room with two people 12 or older.	\$ 150
# Participants _____ X cost per participant: _____ = TOTAL COST →		

3. Shared Cabins – Cabins will house a maximum of 6 (unless a larger group specifically requests one cabin for the group) with a shared bathroom. The cabins have bunk beds but the number of people assigned to a cabin will be limited and there will be enough beds so that no one will have to sleep on an upper bunk bed if they don't want to. Each cabin has two showers, toilets and sinks. **Linens and towels are not provided.**

\ Names of Participants **		Cost Per Participant
_____ _____ _____	Adults	\$ 250
_____ _____ _____	Children- To qualify for the “child” rate, the child must be 11 or younger and sharing the bunk with at least on adult.	\$ 150
# Participants _____ X cost per participant: _____ = TOTAL COST →		

TOTAL Room & Board Cost for all categories listed above: →	(1) <input style="width: 50px; height: 20px;" type="text"/>
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**Additional Information:**

1. Names and ages of child campers:

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2. *If you are sharing a room with one or more people who are completing a separate application, please provide their name(s):* \_\_\_\_\_

3. *If you wish to be matched with a roommate of the same gender, please check here:*

4. *Are you interested in beginner cross country ski lessons provided by on site by a volunteer. (There is no charge for the lessons, but equipment is NOT provided.):* Yes \_\_\_\_\_ No \_\_\_\_\_

4. Meatless meals? \_\_\_\_\_

*Please note, the camp will provide a non-meat option for those that sign up for it. However, the camp cannot otherwise accommodate special diets. If you wish to bring your own food, a refrigerator is available but cooking options are limited. Please contact the organizers for more information.*

5. Member of Sierra Club: Yes \_\_\_\_\_ No \_\_\_\_\_

## DISCLAIMER AND RELEASE OF LIABILITY

### Acknowledgment of Outing Member Responsibility, Express Assumption of Risk, and Release of Liability.

Outing: SkiDance WEEKEND Date(s): February 16 -19, 2024

Leaders: Bob Mathis & Jody Blatt

#### PLEASE NOTE

*Your registration will be accepted once:*

- 1. The Participation Agreement (which follows below) is signed by all adults in your party, and**
- 2. Full payment is received. Payment should be in the form of a check made out to Jody Blatt. Electronic payment is not accepted.**

**Submit all of the above materials to:**

**Presidents' SkiDance Weekend  
c/o Jody Blatt  
25 Pepperdine Circle  
Catonsville, Maryland 21228**

SkiDance is a volunteer-led activity sponsored by Sierra Club Potomac Region Outings (SCPRO). Certain activities such as the cross-country ski lessons and the beginners hike/ski tour in the afternoon are led by Sierra Club volunteers, subject to weather conditions. All other activities and excursions are not considered official Sierra Club activities and the Sierra Club is not responsible for them.

By signing below, I agree that I have read the "Participation Agreement" provided below, fully understanding all terms and conditions and the waiver of rights contained herein. I SIGN IT FREELY OF MY OWN VOLITION. If any portion of this agreement is held to be invalid, the remainder shall continue in full force and effect.

If the Participant is under the age of 18, his/her parent or legal guardian must read and sign below: I am the legal guardian or parent of the above-named minor. I have read and hereby consent to the terms of the Waiver on behalf of the minor and consent to his/her participation in the specified activity.

#### Adult Participant Signature(s):

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Date: \_\_\_\_\_

#### Name & Age of Minors

Name: \_\_\_\_\_ Age: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_ Date: \_\_\_\_\_

## **PARTICIPATION AGREEMENT**

***IMPORTANT: This agreement affects your legal rights. By signing it, you are agreeing to (among other things) assume risks, release claims, waive rights, and indemnify Sierra Club from harm.***

1. **Definitions.** The following capitalized terms have the following meanings when used herein:
  - A. "**Sierra Club**" means Sierra Club and its officers, directors, representatives, employees, agents, chapters, volunteers, leaders, and affiliates; **B. "Activities"** means any program, event, and activity offered by and/or on behalf of Sierra Club;
  - C. "**Participant**," who is identified at the bottom of this contract, is either (i) me or (ii) as applicable, a person for whom I am legally authorized to make decisions and who is referred to herein as "**Minor Participant**";
  - D. "**Risks**" means any risk associated, either directly or indirectly, with Participant's presence at and/or participation in any Activities;
  - E. "**Damages**" means any injury, damage, sickness, death, and/or any other loss, whether physical, emotional, financial, or otherwise, caused in whole or in part by Participant, Sierra Club, and/or any third parties in connection with any Activities;
  - F. "**Claims**" means any action, cause of action, claim, controversy, promise, agreement, damage, judgment, cost, expense, and liability of whatever nature, in law or in equity, whether known or unknown, whether contingent or liquidated, and whether based in statute, contract, tort, or otherwise; and
  - G. "**Released Parties**" means Sierra Club and any Sierra Club successor, assign, sponsor, advertiser, inspector, contractor, consultant, and any other person or entity that takes any action on Sierra Club's behalf in connection with any Activities.
2. **Participation.** I (or Minor Participant, if any): (a) agree that my participation in any Activities will be subject to the terms herein; and (b) can and will participate in any Activities in a constructive manner without causing Damages.
3. **Logistics.** I will accurately complete any required forms and abide (and cause Minor Participant, if any, to abide) by all laws, rules, and policies applicable to any Activities. Prior to any Activities, I will be familiar with, and shall have accepted, the associated Risks and will have made any inquiry necessary to fully understand those Risks. Sierra Club may in its sole discretion dismiss me (or Minor Participant, if any) from any Activities for any or no reason. I will be fully responsible for any and all costs, including without limitation travel expenses, associated with my dismissal or departure (or the dismissal or departure of Minor Participant, if any) from any Activities for any reason.
4. **Understanding the Risks.** I confirm all of the following:
  - A. Unplanned or unexpected situations may arise in the course of any Activities, Risks are inherent in all Activities and may not be obvious, and Activities and Risks may cause Damages;
  - B. A few, non-exhaustive examples of Risks include: acts of nature or other matters outside Sierra Club's control; facilities and/or equipment failures; itinerary changes and/or cancellations; transportation issues; problems associated with locations, wildlife, vegetation, and/or lack of access to medical care, AND NEGLIGENCE by Sierra Club or others. There are many potential Risks that are not listed here; and
  - C. I understand all Risks, whether or not they have been communicated to me (and/or to Minor Participant, if any); and I have had adequate opportunity to seek any information necessary to properly evaluate all Risks.
5. **Assumption of Risks.** I confirm my (and Minor Participant's, if any) assumption of all Risks, whether known or not and whether identified or not, and my acceptance of all materials, equipment, and facilities associated with the Risks and/or the Activities in an "AS IS" condition. I accept that I (and Minor Participant, if any) may sustain Damages, including Damages that could be caused by Sierra Club, third parties, and/or me (or Minor Participant, if any).
6. **Release.** I (and Minor Participant, if any) release each and all of the Released Parties from any Claims that I (and Minor Participant, if any) ever had, now has, or may have in the future, for any reason, and that arise out of and/or

relate in any manner, whether directly or indirectly, to any Activities (including without limitation travel to or from any Activities), even when any such Claims result from the negligence of any Released Party.

7. **Waiver.** Regarding the release above, I waive all rights that I (and Minor Participant, if any) may have now or in the future under Cal. Civil Code § 1542 stating: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR THE RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."
8. **No Third-Party Lawsuits.** I (and Minor Participant, if any) will not participate in, either directly or indirectly, or cause any third party to initiate, any litigation against any Released Party regarding any Claims associated directly or indirectly with involvement by me (or Minor Participant, if any) in any Activities (the "**Third Party Claims**").
9. **Indemnification.** I will indemnify, hold harmless, and defend each Released Party from and against any and all Third-Party Claims (including without limitation attorney's fees).
10. **No Warranties.** No information related to any Activities and/or Risks and communicated to me (and/or to Minor Participant, if any) in any manner, including without limitation difficulty ratings, safety or risk evaluations, equipment recommendations, or participant assessments, shall be construed as a Sierra Club warranty or representation of any kind. Sierra Club has given no warranty, express or implied, regarding the Activities, the Risks, and/or any Damages except as stated herein or in another writing signed by a Sierra Club officer (each, a "**Warranty**"). In signing this agreement, I have not relied on any statement not set forth herein or in any Warranty.
11. **Amendment and Interpretation.** This agreement may not be amended except in writing signed by a Sierra Club officer and is intended to be interpreted and enforced to the greatest extent allowed by law. If any provision herein is deemed unenforceable, the remaining provisions shall still be enforced. This agreement is binding upon any personal representative, successor, heir, or assign of Participant (and Minor Participant, if any).
12. **Dispute Resolution.** Any dispute relating to or arising from the enforcement and/or interpretation of this agreement or any Activities (each, a "**Dispute**") shall be governed by California law without reference to its conflicts of laws rules and shall be resolved exclusively in the state courts existing in Alameda County, California. Before initiating any legal proceeding against Sierra Club in connection with any Dispute, I agree to first inform Sierra Club's general counsel in writing of the Dispute's factual and legal basis and to give Sierra Club thirty (30) days to respond.
13. **Federal Land Agencies.** If a court of competent jurisdiction determines that an agency rule prevents me from agreeing to any clause herein, that clause shall not be enforced.
14. **Medical Care.** In connection with any Activities, I authorize Sierra Club to obtain, provide, and/or authorize medical care, treatment, and transportation to a medical facility for me (or Minor Participant, if any) if I cannot do so, and will pay all associated costs. I authorize the release to any third parties of my (or Minor Participant's, if any) medical records and personal information, if necessary or useful for treatment, referral, billing, or insurance purposes.
15. **Publicity Permission (Optional).** I am aware that staff or others sometimes capture photographs, quotes, or other impressions or recordings of participants and share them with Sierra Club for use them in a variety of ways, such as (but not limited to) in the newsletters, web pages, or social media of Sierra Club or its allies. I (and Minor Participant, if any) agree not to restrict or condition such use in any way, unless I've indicated otherwise near my signature.

**I CONFIRM THAT I (OR MINOR PARTICIPANT, IF ANY) AM VOLUNTARILY PARTICIPATING IN ONE OR MORE ACTIVITIES WITH MY FULL KNOWLEDGE OF THE RISKS. ON MY BEHALF (AND ON BEHALF OF MINOR PARTICIPANT, IF ANY), I FULLY ASSUME AND ACCEPT ALL RISKS (KNOWN OR UNKNOWN, IDENTIFIED OR NOT) ASSOCIATED DIRECTLY OR INDIRECTLY WITH THE ACTIVITIES AND POTENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION AS MAY BE CAUSED IN WHOLE OR IN PART BY ANY SIERRA CLUB NEGLIGENCE AND/OR ANY CONDUCT BY ME (AND MINOR PARTICIPANT, IF ANY).**