

## 2019 SKI CLUB PARTICIPANT'S PERMISSION FORM AND WAIVER AGREEMENT

**\*\* IMPORANT – YOU MUST READ, SIGN, AND TURN IN THESE 2 PAGES AFTER REGISTERING \*\***

I, the undersigned, as the parent or legal guardian of the participant (student) \_\_\_\_\_, who is in \_\_\_\_\_ grade at North Bethesda Middle School (“NBMS”), give permission for my child to participate fully in the North Bethesda Middle School Parent Teacher Organization, Inc. (“NBMS PTO”)’s 2019 Ski Club activities (“Ski Club”), and to travel by chartered bus from NBMS, Bethesda, MD, to Liberty Mountain Resort, Carroll Valley, PA, and back to NBMS, on the following dates: January 4, January 11, January 18, February 1, February 8, and (if needed) February 22, 2019, and any other make-up dates as scheduled by the NBMS PTO.

I, the undersigned, fully understand and agree to the following:

### Operations and Rules

- Ski Club buses depart NBMS promptly after school dismissal, and no later than **3:15 PM**. Parents are solely responsible for transportation from NBMS should the participant miss the afternoon bus departure. Participants will return by bus to NBMS as early as **11:00 PM**. Parents are solely responsible for being at NBMS **before the buses arrive back** from Liberty, and transporting the participant home after Ski Club. **PARTICIPANTS WHOSE PARENTS OR GUARDIANS ARE LATE FOR THE PICK-UP AT NBMS ARE SUBJECT TO THE LOSS OF SKI CLUB PRIVILEGES WITHOUT REFUND.**
- Any participant who was transported up to Liberty Mountain by Ski Club bus, but has made other arrangements for transportation back to NBMS or home, **must** provide his or her bus chaperone with a **signed and dated note** from the parent indicating permission not to ride the bus back to Bethesda. No verbal requests will be accepted. **PARTICIPANTS WHO LEAVE LIBERTY MOUNTAIN WITHOUT A SIGNED AND DATED NOTE ARE SUBJECT TO THE LOSS OF SKI CLUB PRIVILEGES WITHOUT REFUND.**
- **All Ski Club trips are made on a “weather-permitting” basis, and only on dates where NBMS is in session until the regular closing bell.** A decision may be made by NBMS PTO to cancel any scheduled trip due to weather conditions or other unforeseen adverse circumstances. Notice of trip cancellation will be sent to all parent e-mail addresses provided during the registration process.
- Ski Club participants are expected to adhere to **all MCPS policies for student behavior** as described in the NBMS Student Handbook and other MCPS publications. Ski Club participants are expected to adhere also to the **North Bethesda Ski Club Behavioral Expectations, Liberty Mountain Code of Conduct, and Skier/Boarder Responsibility Code**. All Ski Club participants must wear a snow sports helmet while on the mountain. **FAILURE TO COMPLY WITH THESE POLICIES, EXPECTATIONS, AND CODES MAY RESULT IN THE LOSS OF SKI CLUB PRIVILEGES, FROM ONE NIGHT UP TO AND INCLUDING EXPULSION FROM THE SKI CLUB, WITHOUT REFUND.** Additionally, participants may be referred to NBMS administrators for additional adjudication per MCPS guidelines.
- **The NBMS PTO Ski Club registration fee covers the cost of bus transportation and club administration only.** All other expenses, including but not limited to the Night Club Card (lift tickets, lessons, and/or rentals), optional fees, helmet, winter clothing, food and drinks, locker rentals, and, if needed, medical care and/or emergency transportation, are the sole responsibility of the parent and participant.
- The NBMS PTO and its volunteer Chaperones **do not take responsibility for the decisions made by participants**, including but not limited to their choice of activities while at Liberty Mountain, choice of rental equipment (skis or snowboard, regardless of what they signed up for initially), choice of trails or terrain, attendance at lessons, and/or choice of food and drinks. **The NBMS PTO and its volunteer Chaperones do not monitor, supervise, or take any responsibility or liability for participant activity or choices while at Liberty Mountain.** Parents and participants are solely responsible for all choices made.
- Participants are expected to manage their time, money, equipment, and personal belongings themselves. Each participant is personally responsible for securing their belongings and purchasing food, drinks, and...

...other incidentals. While Chaperones are numerous (about 1 per 12-15 participants) and available as much as possible, and Liberty Mountain personnel are also numerous and available as much as possible, **each participant is considered “on their own” while at Liberty Mountain**, particularly while skiing or boarding on the mountain. **All participants are highly encouraged not to ski/board alone at any time.**

- **The NBMS PTO Ski Club registration fee is not tax deductible, and is non-refundable regardless of reason.** The optional Night Club Card protection plan offered by Liberty Mountain does not cover this fee.

**Health, Safety, and Property Damage or Loss**

- The sports of skiing and snowboarding (collectively “recreational snow sports”), which includes the use of snow sports equipment, mechanized chair and other lifts, are **DANGEROUS ACTIVITIES WITH INHERENT AND OTHER RISKS THAT COULD LEAD TO PERMANENT CATASTROPHIC INJURY OR DEATH. INJURIES ARE A COMMON AND ORDINARY OCCURRENCE OF RECREATIONAL SNOW SPORTS**, and therefore I freely and voluntarily assume for myself and/or the minor I am representing all of the risks involved.
- **A snow sports helmet must be used at all times while skiing or boarding.** While such use may help reduce the risk of some types of injuries, **SERIOUS INJURY OR DEATH STILL CAN RESULT** from both low-energy and high-energy impacts, and therefore I freely and voluntarily assume for myself and/or the minor I am representing all of the risks involved.
- **As parent or legal guardian of the participant named, I do hereby grant the NBMS PTO and its volunteer Chaperones the right to authorize emergency medical treatment, transportation, and/or hospitalization for my child** in the event that I, another parent, and/or my designated emergency contact cannot be reached at the telephone numbers provided by me during registration, and/or such care is deemed critical to the health and well-being of my child, thereby providing no time to make such contact with any parents or emergency contact. **I assume full responsibility for any such action, including payment of all costs related to the medical treatment, transportation, and/or hospitalization of my child.** I also acknowledge and agree that the Good Samaritan Acts of Maryland and Pennsylvania apply in all cases.
- I agree **TO HOLD HARMLESS, TO NOT SUE, TO INDEMNIFY, TO DEFEND, AND TO RELEASE FROM ANY AND ALL LIABILITY**, the NBMS PTO and all of its directors, agents, suppliers, and volunteers (collectively “providers”), including any and all liability arising out of an accident, loss, or emergency medical situation or that otherwise results in injury, death, emotional distress, or property loss or damage from participation in the North Bethesda Ski Club, participation in recreational snow sports, and/or results from the negligence of providers or any other person or cause. Providers are not responsible for the loss, damage, or theft of equipment or personal belongings.
- To the best of my knowledge and belief, the minor that I am representing is in good health, physically fit, and able to participate fully in this activity. Should this change at any time during the time period of this activity, I will take full responsibility for removing the participant from the activity.

**I, the undersigned, have read, understand, and agree to the above, and have reviewed all information provided in the 2019 NBMS PTO Ski Club Information packet. I understand and agree that I am signing on behalf of myself and/or the minor child I am representing, and all other parents/guardians, agreeing to be legally bound hereto.**

Parent or Legal Guardian Name (Print)	Relationship to Participant	
Parent or Legal Guardian Signature	Date	
Student Name (Print)	Date of Birth (MM-DD-YY)	Grade
Student Signature ( <i>agreeing to behavioral expectations</i> )	Date	