

**Professional Ski Instructors of America
American Association of Snowboard Instructors**



Trips to St. Anton Austria

PSIA-AASI

Assumption Of Risk And Release Of Liability Agreement

SkiEurope / AlpineAdventures

Administration Arrangements / Terms and Conditions

**AMERICAN SNOWPORTS EDUCATION ASSOCIATION, INC. ("ASEA")
dba Professional Ski Instructors of America® ("PSIA") and/or American Association of Snowboard Instructors® ("AASI®")
and
ASEA EDUCATION FOUNDATION dba PSIA-EF and/or AASI-EF**

ASSUMPTION OF RISK AND RELEASE OF LIABILITY AGREEMENT – READ CAREFULLY BEFORE SIGNING

I understand that skiing and snowboarding in their various forms, as well as preparation for and participation in, classes and seminars and related activities in alpine, nordic, freestyle, and disabled skiing and snowboarding (hereinafter collectively referred to as "Activities"), involve many **RISKS, DANGERS and HAZARDS**. These risks, dangers and hazards include, but are not limited to: changing weather and snow conditions, variations in steepness or terrain, natural and man-made objects and structures, equipment failure, collisions with objects, structures, or other skiers/riders, and exceeding one's own abilities. I further understand that ski and snowboard training and clinics may be more hazardous than recreational skiing and snowboarding. I understand that **INJURIES OF ALL TYPES ARE A COMMON AND ORDINARY OCCURRENCE OF THE ACTIVITIES**. I know and accept that the risk of **SEVERE INJURY** and even **DEATH** exists in all these Activities. I also know and accept that training, coaching, instruction, and supervision by the , the American Snowsports Education Association, the ASEA Education Foundation, . their affiliated ski and snowboard facility operators, and their divisions, subsidiaries, affiliates, officers, directors, volunteers, members, employees, contractors and agents (hereinafter the term "**PSIA-AASI**" shall be used to refer to all such persons and entities collectively) does not and cannot guarantee my safety. **I FREELY AND VOLUNTARILY ACCEPT AND FULLY ASSUME THE RISK THAT I MAY SUFFER TEMPORARY, PERMANENT OR EVEN FATAL INJURIES**, even if I follow the instructions or advice of PSIA-AASI. Nevertheless, I, the undersigned (hereinafter "Member") agree to comply with and be bound by the following terms at all times while attending or participating in any PSIA-AASI event or program.

1. Member hereby unconditionally **WAIVES AND RELEASES ANY AND ALL CLAIMS OF LEGAL LIABILITY AGAINST PSIA-AASI, AND AGREES TO DEFEND, INDEMNIFY AND HOLD PSIA-AASI HARMLESS FROM ANY CLAIMS**, present or future, brought by Member or Member's heirs, executors, administrators or assigns, **FOR ANY LOSS, DAMAGE, EXPENSE, OR INJURY INCLUDING DEATH**, suffered by Member in any Activities in which PSIA-AASI is involved in any way, due to any cause whatsoever, **INCLUDING CLAIMS OF NEGLIGENCE** and/or breach of express or implied warranty by PSIA-AASI .
2. Member authorizes PSIA-AASI to obtain medical care for, or to transport Member to a medical facility or hospital if, in the opinion of PSIA-AASI, medical attention is required and Member is unable to make such decisions for himself/herself. Member agrees to pay all costs associated with such medical care and related transportation and shall defend, indemnify and hold PSIA-AASI harmless from the consequences of such decision and from any such costs incurred relating to the provision of medical care. Member also authorizes disclosure of protected medical information necessary to provide, coordinate or manage Member's healthcare.
3. This Agreement shall be construed in accordance with, and governed by the substantive laws of the State of Colorado, without reference to principles governing choice or conflicts of laws. In addition, Member agrees that all lawsuits for personal injury, death or property damage against PSIA-AASI must be brought in the state or federal courts of Colorado, Michigan or New Hampshire.
4. In the event any part of this Liability Release is found to be unenforceable, the remaining terms shall be given full force and effect to the greatest extent allowed by law.

HAVING CAREFULLY READ THE FOREGOING AND UNDERSTANDING IT TO BE A LEGALLY BINDING LIABILITY RELEASE AND INDEMNITY AGREEMENT, MEMBER SIGNIFIES HIS ASSENT TO THE ABOVE TERMS BY SIGNING BELOW:

MEMBER (IF OVER AGE 18)	
Signature: _____	Date of Birth: _____
Printed name: _____	Date Signed: _____

SIGNATURE OF PARENT OR GUARDIAN REQUIRED FOR MEMBERS UNDER THE AGE OF 18

As the parent or guardian of the minor child Member named below, I hereby enter into each and every agreement, representation, waiver and liability release described above on behalf of myself, the Member, and any other parent or guardian of the Member, intending that they be binding on me, the Member, and our respective heirs, executors, administrators and assigns. By my signature below I represent that I intend to waive and release the right of the Member, and the right of any other parent or guardian of the Member to maintain any claim or suit against PSIA-AASI arising out of the Member's participation in any Activities involving PSIA-AASI in any way including claims or suits for **NEGLIGENCE**. I further agree to defend, indemnify and hold PSIA-AASI harmless from any claims from third parties arising from the minor child Members' participation in any Activities involving PSIA-AASI.

Parent or guardian's signature _____

Printed name _____ Date _____

Member's Name (Please Print) _____

SkiEurope / AlpineAdventures

Administration Arrangements:

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A1. Introduction

We work as your partner toward the goal of making your travel smooth and successful. Some administrative work is involved for both of us. We have tried to keep our demands on you minimal and simple. This section explains the steps which help us to manage your travel arrangements efficiently.

In consideration for your payment purchasing travel arrangements, you agree that you have received, read and agree to the terms and conditions below, covering the travel package organized by SkiEurope, 2636 Yorktown 321, Houston TX 77056 for the Professional Ski Instructors Association (PSIA) / American Association of Snowboard Instructors (AASI)

A2. Your Registration and Confirmation/Invoice

Travel arrangements and prices are subject to availability and contract.

Registration request forms should be submitted by 31 August 2010.

When you submit a registration request, please ensure that all the information is complete and correct. Some of this information must be submitted to the airlines and security authorities. If it is not

fully correct, you may be subject to travel restrictions or delays. Correction of personal information constitutes a change and will incur a fee.

Upon receipt of your registration, we will issue a Confirmation / Invoice.

Your check will not be deposited or your credit card charged until the arrangements are confirmed.

A3. Agreement

The Agreement between us consists of three parts:

1. (1) your **Confirmation/Invoice**;
2. (2) **Administration Arrangements** in this section; and
3. (3) The **Terms and Conditions** in the following section.

A4. Deposits and Payments

Our schedule for deposits and payments reflects our prepayment requirements. These will be specified in your Confirmation.

It is important that your payments be received in our office by the dates due. If not, we may not be able to retain your travel space and prices, and may be required to cancel your arrangements.

We regret that your tickets, vouchers, or travel documents cannot be delivered until full payment has been received.

Initial Deposit: As specified in Confirmation due on 31 August 2010.

Second Deposit: As specified in Confirmation, plus Vacation Protection Plan premium if applicable, due on 30 September 2010.

Final Payment: Remaining balance is due on 6 November 2010.

For reservations received after 6 November 2010, the final balance is due upon confirmation.

A5. Form of Payment

Deposit and payments may be made by personal checks or credit card.

When you request payment by credit card, you are authorizing PSIA-AASI and/or SkiEurope to charge the deposit, final payment, and any other fees to the designated charge card and you are agreeing not to initiate a charge-back.

If a check is returned, or if your credit card is declined, a bank handling fee of \$35 will be charged.

A6. Special Air Travel Arrangements

Your travel arrangements are booked as a group. The airlines define a group as people traveling together to a specified destination on the same dates.

Travelers not meeting these criteria are considered deviations from the group arrangements and must be handled separately at additional cost. Some airlines limit the number of possible deviations to 20% of the group size.

Many of our guests wish to extend their stay for independent travel in Europe. We will gladly assist within the scope of the airline constraints.

Please make any request in writing no later than 12 September 2010. There is a fee of \$125 per person for any air arrangements that deviate from the group arrangements.

A7. Late Booking

As the departure date approaches, it becomes increasingly difficult to confirm late bookings.

We will do everything possible to accommodate your late requests, subject to availability and the feasibility of issuing documents.

For late bookings, please send full payment immediately upon confirmation.

You will understand that late requests incur extra communication, administration and delivery costs.

Upon confirmation, a fee of \$100 per person will be charged for late registrations received between 6 November 2010 and 26 November 2010.

A fee of \$175 will be charged for registrations received after 26 November.

A8. Travel Cancellation and Refunds

Please send us **cancellations in writing and enclose all travel documents including air tickets and vouchers**. The date of receipt in our office determines the effective date of cancellation.

Cancellation fees reflect costs imposed by our suppliers and our administrative expenses.

To minimize financial loss due to cancellation fees which cannot be waived in any circumstances, we recommend that you purchase the Vacation Protection Plan.

A9. Cancellation

Cancellation Fees and Refunds:

Cancellation before 12 September 2010: A full refund without deduction of any penalty will apply.

Cancellation between 12 September 2010 and 7 October 2010: A fee of \$300 per person will be deducted from any refunds.

Cancellation between 8 October 2010 and 25 November 2010: A fee of \$1000 per person will be charged, plus any additional charges from suppliers (airlines, hotels, and others)

Cancellation on or after 26 November 2010 and "No Shows": No refund will be given.

After Departure: No refunds will be given for unused portions of your package .

To avoid incurring cancellation costs, the purchase of insurance is strongly recommended.

A10. Vacation Protection Plan

In collaboration with a leading insurer, SkiEurope has developed a customized Vacation Protection Plan which provides financial protection against the cancellation fees specified above as well as coverage for travel-related risks during your trip.

Our Insurer requires that all our guests be offered this coverage. Consequently, we will add the insurance cost to the trip price with the Confirmation/Invoice unless insurance has specifically been declined upon registration.

Anyone declining to purchase the Vacation Protection Plan is required to sign a Waiver/Release which must be returned to PSIA-AASI / SkiEurope no later than 6 November 2010.

On 6 November 2010, the insurance becomes effective and the Waiver/Release cannot be accepted after this date.

Insurance premiums are not refundable.

A11. Changes in Travel Arrangements

We recognize that sometimes individual plans change. We will do everything possible to accommodate your change request, subject to availability. As departure date approaches, it becomes increasingly difficult, even impossible, to make any changes at all.

Please send us all changes in writing. They will be effective on the date we receive your notice in our office.

In order for our prices to be as low as possible, our travel arrangements use special airfares which are not available to the general public, and which may have different restrictions than the normal published fares. These airfares require advance purchase of tickets and are highly restricted and non-refundable.

After reservations are confirmed, even before the ticket is issued, changes to your air tickets will likely incur penalties, which may equal the entire value of the ticket. In all cases, we, and you, must abide by the airline restrictions and penalties.

Please note, that once the ticket is issued, it is non-changeable and non-refundable.

The following change fees apply.

Changes between 1 November 2010 and 25 November 2010: \$100 per person for each change.

Changes on or after 26 November 2010: \$175 per person per change plus any applicable penalty assessed by our suppliers.

Changes after Departure: We regret that we are not able to make refund for any component of the inclusive travel package that you may not use, nor are we able to change air tickets.

A12. Delivery of Travel Documents

Your tickets, vouchers and other travel documents will be delivered to you about 1 January 2011. At that time, details of all local contacts will be provided.

A13. Trip Cost Basis and Selling Price

We purchase travel components at specially negotiated rates from air carriers, hotels and other suppliers. Prices include costs of preparation, marketing and operation of the travel arrangements.

A14. Foreign Currency

Prices are based upon the foreign currency exchange rates which are in effect on the date of registration.

Prices stated in your Confirmation/Invoice are subject to increase prior to payment of the Final Payment due on 1 November 2010 should an increase of more than 3 percent in the exchange rate occur.

Price increases apply to the full land portion of the trip price, and to the price of other services and options, including lift tickets, excursions, and pre/post tours.

Upon receipt of the Final Payment, the trip price will remain fixed thereafter.

A15. Land Only Bookings

For bookings where SkiEurope does not arrange your air travel, in order to ensure ground transfer arrangements, you must provide your flight information at the time of booking.

SkiEurope is not responsible for any missed transfers due to the late arrival of your flight. If, for any reason, you do not arrive on the designated flight or on time, you must arrange transfers to the ski resort at your own expense.

Terms and Conditions

- T1. Introduction
- T2. Our Agreement with you
- T3. Our Responsibility to You
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- T5. Risks
- T6. Non-Discrimination and Special Attention
- T7. Unexpected Things That Can Arise
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T1. Introduction

When lawyers wrote this section, normally called the "fine print", no one could understand it! We have tried to state the matters in plain language (and larger print).

These Terms and Conditions explain our relationships and responsibilities to each other. These only become important should things go wrong. Since we make strenuous efforts to avoid this situation, we seriously hope that no one ever needs this information, but we urge you to read it so as to avoid any misunderstandings.

T2. Our Agreement with You

The Agreement between us consists of three parts:

1. Your **Confirmation/Invoice**;
2. The **Administration Arrangements** in the previous section; and
3. The **Terms and Conditions** in this section.

Please remember that you are entering into an Agreement with our Company that assumes that you fully understand and accept all these matters.

At the date of preparation, all information given in our communications with you was correct to the best of our knowledge.

This Agreement with you supersedes any earlier communications; they are not part of our Agreement with you. This Agreement is our only agreement with you and cannot be changed except in writing by an authorized Company officer.

T3. Our Responsibility to You

Who We Are

The company which is arranging your travel is Ski Marketing Corporation, 2636 Yorktown 321, Houston TX 77056.

We are incorporated in the State of Texas and use the registered trade name "SkiEurope".

Our telephone number is 713-960-0900. Our Email address is travel@ski-europe.com.

Your trip is arranged by SkiEurope on behalf of Professional Ski Instructors Association (PSIA) / American Association of Snowboard Instructors (AASI)

What You Can Expect from Us

Travel is a distinctly personal experience giving rise to high anticipations. As our guest, we work to help you to achieve your expectations. We are dedicated to uncompromising standards of quality, value and service. We are committed to actively resolving any problems should they emerge.

Our Guarantee to You

We want you to travel with confidence and to be pleased with your travel experience. We guarantee to provide all your travel arrangements as agreed, and if, for any reason, this becomes impossible, we will make our best effort to ensure that you are not just satisfied, but pleased, with your travel experience.

Our Role and Responsibility

Our company arranges your travel program. We do not supply the travel service components in the program; these are provided by various companies such as airlines, bus companies, and hotels, which have been identified to you on your travel documents. We act as agents for these suppliers.

We use suppliers which we believe to be reliable. However, each supplier is an independent company with its own management. We do not control the operations of the suppliers and are not responsible for their actions. If you have a mishap, loss or inconvenience with a supplier, you make a claim with that supplier directly.

T4. Your Responsibility to Us

Acceptance

We can only provide travel arrangements to those who agree to these Terms and Conditions.

When you accept an Agreement, pay money, and accept your tickets and vouchers, you are acknowledging that you have received, read, understand and consented to all these Administration Arrangements and Terms and Conditions.

Travel Companions

When you submit a reservation request for your travel companions, you are promising that the Administration Arrangements and Terms and Conditions will be communicated to, and accepted by every travel participant, and that you are authorized to sign on their behalf. Every travel companion must abide by these Administration Arrangements and Terms and Conditions as if he had signed an Agreement personally.

T5. Risks

Travel Risks

Travel involves risks. You voluntarily accept these risks personally. You agree that we are not responsible for any injuries or damages which may occur during your travel, except if we are shown to have committed gross negligence.

Winter Sport Risks

Winter sports are hazardous activities and involve a risk of injury. You voluntarily accept these risks personally. You agree that we are not responsible for any injuries or damages relating to your participation in winter sports activities.

SkiEurope / PSIA-AASI Staff

During your trip, when a member of SkiEurope / PSIA-AASI staff accompanies or meets you, the staff person's responsibility is limited to ascertain that the travel components are carried out by the independent hotels and transfer companies under contract with SkiEurope.

At times, a SkiEurope / PSIA-AASI staff member may ski with you. The staff person does so as a fellow skier and not as an instructor or guide. You agree, when a staff person descends a particular terrain, it does not indicate that the terrain is suitable for you. You are responsible for descending the terrain based solely on your own judgment of your physical ability, weather and snow conditions, and the inclination of the terrain.

Psychological Satisfaction

We will make our best efforts to ensure that your travel expectations are achieved. However, you agree that we cannot be responsible for any lack of psychological satisfaction in your travel experience.

T6. Non-Discrimination and Special Attention

Our company does not discriminate on any basis whatsoever.

Please advise us in writing of any restriction, or circumstance requiring special attention, so that we can try to make the appropriate arrangements for you.

We may decline to accept, or to retain, any person at any time before, and during, the travel.

T7. Unexpected Things That Can Arise

We intend to provide your travel arrangements exactly as we proposed and you accepted.

However, by the nature of the travel experience, unexpected inconveniences sometimes arise.

Factors Forcing Changes

In this tumultuous world, external factors beyond our reasonable control may intervene in your travel arrangements. Such factors may include, among other things: disasters, weather conditions, flight or road conditions, changes in law or regulations, currency valuations and restrictions, political events, and so on.

If things of this nature occur, we may have to change travel reservations, prices, and schedules, or even cancel or terminate the travel. We will take such action when we feel that circumstances warrant it, or that it would be in your best interests. Such situations can cause delays resulting in additional expenses, or other consequences. You will understand that we cannot be responsible for these situations and we regret that we are not able to make any refunds for these reasons.

Overbooking, or If We Make Changes

We never intentionally overbook, but sometimes we find that the transportation or the accommodation which you originally requested may not be available. When this situation arises, or if we have to make changes to your travel, we will let you know as early as possible. In these circumstances, we will substitute arrangements of the same, or better, category. If we are unable to provide equivalent alternative arrangements, you may cancel your travel without penalty.

T8. How to Resolve a Problem

If a Problem Arises

Every one of our staff members is committed to guest satisfaction and has the responsibility to resolve any problem. Please bring any problem to the attention of our staff member. If you are not satisfied with the response, please discuss the matter with our supervisor or manager. Please advise our President in writing within thirty days of any problem which you feel was not resolved in a satisfactory manner.

Resolution of Disagreements

Our company participates in the Better Business Bureau Customer Assistance Program for the resolution of business/consumer complaints. We promise to meet you promptly and to make a good faith attempt to resolve any complaint.

If we cannot resolve the matter between ourselves, we, and you agree to submit to the BBB mediation process.

If the dispute cannot be resolved through the mediation process, we, and you, agree to arbitrate the dispute according to BBB guidelines. This process is binding on both parties and will eliminate the need of legal action.

If you have any unresolved disagreement concerning our service, you agree not to sue us, to participate in the BBB Customer Assistance program, and to accept an arbitrated final decision as binding.

Venue

You understand and agree that this contract for travel services is deemed to have been executed in Houston Texas and that all of its terms and provisions shall be governed and construed solely by the laws of the State of Texas.

You further understand and agree that SkiEurope makes similar travel arrangement for customers in various states which could result in a multiplicity of dispute venues which would be unfair, cumbersome and expensive for SkiEurope to pursue.

Accordingly, you agree that any disputes arising out of this contract must be brought in Harris County, Texas, and that any action taken outside of Harris County, Texas shall not be enforceable against SkiEurope in Texas or in any other state.

T9. Responsibility of Transportation Companies

The companies which provide transportation require that we include the following disclaimer of responsibility statements:

“The ARC or IATA air carriers and other transportation companies, whose services are used in these tours, are not to be held responsible for any act, omission, or event except during the time passengers are on board their conveyance.”

“The services, other than transportation by ARC or IATA air carriers, are furnished by independent contractors who are not servants, joint ventures, or partners of the air carrier. Use of an air carrier’s logo or service mark does not imply any such relationship.”

“The passage contract in use by these air carriers and transportation companies, when issued, shall constitute the sole contract between these companies and the purchaser of these trips and/or tour passage.”

“Airline fares are subject to change without notice prior to ticketing.”

“Transportation suppliers retain the right to change equipment and schedules without prior notice.”

You are responsible for claiming any frequent flyer miles that may be available.

What Your Travel Price Includes

Air Transportation

Your travel includes air transportation in economy class on selected air carriers which are members of the International Air Transport Association (IATA), and on connecting carriers, as specified in your

Confirmation. According to each airline's service arrangements, in-flight meals, drinks, and entertainment will be provided with, or without, extra charge as specified in your Confirmation.

Baggage

Please check with your airline for current baggage allowance information and restrictions.

Land Transportation

Your travel includes transfers between the airport and hotels, and vice versa, by chartered or scheduled motor coach, or by second class rail or by rental car (where specified in the package).

Accommodation

Your travel includes accommodation based on double occupancy of a room with a double bed, or two twin beds, and private bath, or shower, in the hotels specified in your Confirmation. A limited number of small rooms for single and triple occupancy are available for a supplement.

Meals

Your travel includes meals according to the meal plan specified in your Confirmation. Unless specifically stated, breakfast arrangements are always a continental breakfast buffet. Half-board meal plans include breakfast and fixed dinners daily while at the resort or hotel of your stay. Only breakfast is included in gateway city hotels.

Taxes and Service Charges

Your travel includes all taxes and service charges at your destination, which are assessed by the government authorities, hotels and restaurants for the meals included in your specified meal plan.

What Your Travel Price Does Not Include

Unless otherwise specified in your Proposal or Confirmation:

- Airline and government taxes, fees and security charges.
- Airport passenger facility charges.
- Vacation Protection Plan.
- Passport and visa fees.
- Meals, tips, taxes, and service.
- Beverages with meals, except coffee / tea at breakfast.
- Portage of your baggage.
- All items of a personal nature such as telephone calls and laundry.
- Optional excursions.
- Winter Sport equipment rental, lift passes, lift tickets and winter sport lessons.
- Gasoline, taxes and insurance for your rental car.
- Gratuities: You may consider optional gratuities to service staff for special attentiveness according to your individual discretion.

Travel Documents and Health Requirements

Your Responsibility

You are responsible for the correctness and validity of your travel documents and that you meet health requirements. We regret that you must pay any additional costs which may occur if these requirements are not met.

The following information was correct at the date of preparation but may change. Prior to departure, you should check with the consular representatives of the countries to be visited.

Passports

A valid passport is required for international travel.

Visas

Citizens of the USA and Canada do not require entry visas for most countries included in a European winter vacation, such as Andorra, Austria, France, Germany, Italy, and Switzerland. For any other countries which are included in your itinerary, you should obtain information from the consular representative of the country to be visited

Visa requirements for citizens of countries other than the USA and Canada should be obtained from the consular representatives of the countries to be visited.

Health Requirements

At the date of preparation, specific immunization vaccinations are not required for travel to Europe or for re-entry to the USA and Canada. You should consult your personal medical adviser concerning your specific health requirements.