Belvedere Family Community: Up and Coming Ski Trip

Justin Okamoto February 21, 2024



Hello Parents!

We are going to be having a ski trip this Saturday for Up and Coming! (and any parents that want to come) There is a form that you will need to fill out regarding ski rentals, day pass, and food so please fill it out and send it back to me at this email. (Eritin.learey5@ gmail,com)

We will meet at the Victor Constant Ski Area at 2 PM EST to start the day, where you will pay me and get directed where to go.

Address: 732 Victor Constant Rd, West Point, NY 10996

If you have any questions please let me know.

Hope to see you there

- UC Staff

Ski Rental Form



Victor Constant Ski Area – Group Form



Group Name: _____

Please provide following information: (ONE PERSON PER FORM)

Participant's Name:			Phone:						
Address	•		_City:		State:	Zip	•		
Email: _									
	Rental	Equipment:(choose one)	Ski	or	Snowboard	or	None		
	Weight:	Height:ft _	in Sh	oe Size:	Age: _		Gender: _		
I. Fir	st time (entry leve	l, smooth slopes, cautious) S		•		iterm	ediate (ski/ri	ide moderately))
		WH	AT DO YO	U NEED)?	SNOV	V PASS ONI	LY \$20.0	00
			SNOW	PASS a	nd RENTAL (SI	XI or SI	NOWBOAR	D) \$42.0	00
		SNOW PASS and REN	TAL (SKI o	r SNOW	BOARD) and 1H	IR, GR	OUP LESSO	ON \$57.0	00
			SN	OW PA	SS ONLY and 11	IR. GR	OUP LESSO	ON \$35.0	00
						HEL	MET RENT	AL \$8.0	00
		ders: includes either fries or	chips w/ four	ntain drin		ΓΙΟΝ: (CHOOSE O	NE \$10.0	00
\bigcirc	Pizza and fountain	drink						Total:	

NOTE: Final number of lessons is confirmed (7) days prior to visit.

General Terms for All Guests

- 1. A minimum of (15) participants in order to receive group rates. Anything below the minimum, groups rates do not apply, daily published rates apply.
- 2. Our group lesson is designed for participants' ages 7 years old and up. It is structured for beginner and intermediate skill levels.
- 3. Participants will learn the fundamentals of skiing and snowboarding in a fun environment, developing their confidence along the way.
- 4. All participants learn at different speeds, we cannot guarantee participants progression to the chair lift.
- 5. NO CHANGING OF EQUIPMENT! Once a customer chooses a discipline (ski/snowboard) they must stay with that discipline throughout the visit.
- 6. Group assumes full responsibility for tickets ordered and agrees to make final accounting of all monies the day of visit. No refunds will be extended for unused tickets after the final number is confirmed (7) days prior to visit.
- 7. Resale of tickets is unlawful and subject to prosecution.
- 8. Participants will be ticketed upon arrival at Victor Constant. Group leader is responsible for distributing all tickets. If additional tickets are needed on the day of your visit, you **MUST** present a copy of this contract to the Group Services Center to receive the applicable group rate.
- 9. Victor Constant reserves the right to limit/close operations of any part of the facility for capacity limitations, safety and operating reasons, including inclement weather.
- 10. Changes in weather and snow conditions are part of the skiing experience and learning how to handle such differences is part of learning how to ski well. Area management reserves the right to make decisions concerning cancellations and possible make-up day.
- 11. Victor Constant's operating season is scheduled from mid-December thru mid-March (weather permitting). Hours of operation are subject to change without notice.

IMPORTANT: THIS IS A LEGAL DOCUMENT

Please read and understand this document before signing. If you have any questions please ask us or consult an attorney.

West Point Family and Morale, Welfare, and Recreation (MWR) and its staff have done everything possible to assure that our patrons experience a rewarding Skiing and/or Snowboarding experience. We wish to inform our patrons that winter outdoor activities are not risk free. The same elements that contribute to the unique character and fun of Skiing and/or Snowboarding and other winter outdoor activities such as physical exertion or the cold and snow can cause loss or damage to equipment, and injury, illness, or in extreme cases, permanent trauma or death to myself and others under my care. We do not want to heighten or reduce your enthusiasm for the experience, but we do want you to know in advance what to expect, and to be informed of some of the possible risks. We ask that you read, sign, and return this document to our office.

SKIING AND/OR SNOWBOARDING ACKNOWLEDGMENT OF RISK

I understand that I will be using equipment that I am probably unfamiliar with and may not fully understand. I agree to ask adequate questions concerning the use of such equipment and the operation of the equipment. I understand that using ski or snowboard equipment in snow conditions creates a higher risk of equipment failure. I agree not to hold the West Point MWR and its staff liable for any failure of the equipment to work. I also understand and agree not to sue West Point MWR and its staff for any equipment failure, breakage or malfunction of the equipment.

I understand the dangers of skiing and/or snowboarding include inherent dangers which are defined as but not limited to those dangers or conditions which are an integral part of the sport of skiing/snowboarding, including changing weather conditions; snow conditions as they exist or may change, such as ice, hard pack, powder, packed powder, wind pack, corn, crust, slush, cut-up snow, and machine-made snow; surface or subsurface conditions such as bare spots, forest growth, rocks, stumps, streambeds, and trees, or other natural objects, and collisions with such natural objects; variations in steepness or terrain, whether natural or as a result of grooming operations, including but not limited to roads or other terrain modifications; collisions with other skiers; and the failure of skiers to ski within their own abilities. I understand there are several differences in the way the skis/snowboards and I understand and accept these risks

By using skies or snowboards to travel, you may find it difficult to go over rugged, unpredictable trail and off-trail terrain, including boulder fields, downed timber, high mountain passes, snow and ice, steep slopes, and slippery rocks. Additional risks are collisions, falling, drowning, falling and rolling rock, lightning, avalanches, flash floods, and unpredictable forces of nature, including weather that may change to extreme conditions without notice, frostbite, high altitude illness, sunburn, heatstroke, dehydration, and other mild or serious conditions. Decisions are made by the instructors, guides and participants in a wilderness setting, based on a variety of perceptions and evaluations which by their nature are imprecise and subject to errors in judgment. Participants may have free and unsupervised time. Throughout the program, participants are responsible for their own safety and for the safety of other members of their group.

I understand the activity, which I am undertaking, includes a high degree of risk to Hypothermia. Hypothermia is the name for a medical condition where the core body temperature drops to a point that the body is unable to maintain and heat itself. Hypothermia can quickly result in death. My family and I are adequately dressed for the activity and the cold weather.

I understand that I may be subject to high altitudes. I understand that this can cause shortness of breath altitude sickness, nausea, edema, and other severe or disabling illness. It is also possible that some participants would suffer mental anguish or trauma from the experience or their injuries. This list is not an exclusive or exhaustive list of possible injuries, trauma or accidents that may occur while skiing. Most of these injuries are rare and you are not likely to encounter them. However, they have occurred, and you need to know about them and other possible injuries not mentioned above. These injuries occur more often when the participants are using drugs or alcohol or not physically able to undertake the activity.

As part of the Skiing/Snowboarding trip/program or activity, West Point MWR may provide transportation by motor vehicle, van, or bus to and from the starting and ending point. In that event, I understand and agree that I cannot hold West Point MWR liable for any injury I received due to the transportation West Point MWR provides. Accidents occur during travel to and from the starting and ending point of the trip over the roads and highway. I agree that terms of this release shall cover any injury I receive due to an accident on the part of West Point MWR whether by their negligence or the negligence of others.

The list of possible accidents stated above may inflict bodily injury, disease, strains, fractures, partial and/or total paralysis or other ailments that could cause serious disability or death. It is also possible that some participants would suffer mental anguish or trauma from the experience or their injuries.

This list is not an exclusive or exhaustive list of possible injuries, trauma, or accidents that may occur while the Skiing and/or Snowboarding. Most of these injuries are rare and you are not likely to encounter them. However, they have occurred, and you need to know about them and other possible injuries not mentioned above. These injuries occur more often when the participants are using drugs or alcohol or are not physically able to undertake Skiing and/or Snowboarding.

Initials:	

CONTRACT, WAIVER, RELEASE AND INDEMNIFICATION

I certify that my family, including minor children, and myself are fully capable of participating in the Skiing and/or Snowboarding trip/program or activity. I state that I have read the above statement on some of the possible risks in the Skiing and/or Snowboarding trip/program or activity. Therefore, I assume full responsibility for myself, my family, including minor children, for bodily injury, death and loss of personal property and any expenses as a result of my negligence, negligence of my family, or the negligence of West Point MWR and its staff. I also understand that West Point reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of participating in Skiing and/or Snowboarding. My family and I are in good physical condition and able to undertake Skiing and/or Snowboarding.

I agree to indemnify and hold harmless Army MWR, West Point MWR, the US Army Garrison West Point and its staff, and the U.S. Army and its members, agents and employees from all claims, damages, losses, injuries and expenses arising out of or resulting from participation in these activities. I further agree to release, acquit and covenant not to sue Army MWR, West Point MWR, the US Army Garrison West Point and its staff, and the U.S. Army and its members, agents and employees for any/ all actions or claims arising out of participation in the Skiing/Snowboarding trip/program or activity. In short, I cannot sue Army MWR, West Point MWR, the US Army Garrison West Point and its staff, and the U.S. Army and its members, agents and employees, and if I do, I cannot collect any money.

I agree that the site of any lawsuit, and the law governing any such lawsuit, shall be governed under the Federal Tort Claims Act or the Military Claims Act, whichever is applicable. The terms of this agreement shall continue and be in effect after the Skiing and/or Snowboarding trip/program or activity has ended.

I hereby agree that if the U.S. Army, Army MWR or West Point MWR is forced to defend any action, lawsuit or litigation by myself, my executors, or my heirs, on my family's or my behalf, my heirs or executors and I agree to pay court costs and attorney fees if they successfully defend such action, lawsuit or litigation.

Should a court of competent jurisdiction declare any paragraph or part of this agreement unenforceable, the remaining parts or paragraphs shall remain in full force and effect. A copy of this release can be used as if it was an original.

CONSENT TO PUBLICATION OF PHOTOGRAPH

I authorize and release to West Point MWR and its staff the use of my image in any photograph or video recording for any purpose of Army MWR, and West Point MWR.

render necessary emergency medical care for my family or myself. I hereby authorize the release of any medical information in the

MEDICAL TREATMENT CONSENT

I hereby give permission for transportation to any medical facility or hospital, and I authorize any guide or medical personnel to

Ι,	, of my own free will, for my family, my minor children, my heirs
and executors and myself, have read, understand and acknow	wledge the risks and liability for myself, and my family on
☐ By checking this box, I indicate that my family and I hav	ve previous experience
☐ No one in my family or I have any medical condition that	
I have read and	l understood this agreement.

ADDDECC

TAKTICH ANT SIGNATURE	ADDRESS
PRINTED NAME	PARENT(S) SIGNATURE OF MINOR PARTICIPANT
PHONE:	_
IN CASE OF EMERGENCY PLEASE CONTACT:	
PHONE:	

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