

## **Brasil: Feel the Rhythm! NBS Springfest Fundraiser - Its On!**

If you plan to be a part of this trip, please don't wait to reserve your space. The west coast cities are selling out and already have wait list. By August 15 if I dont not have signups from DC and Atlanta, I will move air seats from those cities to accommodate higher demand on the west coast.

Not to worry. So that you do not miss out, you can send your deposits directly to me. I have attached the trip info package, waiver form, and trip reservation form. PLEASE take time to thoroughly read the trip package.

I have just returned from Brasil from the site visit. As a result we have changed the trip to spend 4 nights in Bahia, and 3 nights in Rio. Salvador, Bahia is the center of Black culture in Brasil. And we want to take advantage of the time there to immerse ourselves in that rich heritage and to truly Feel The Rythm. **The trip now will include 4 nights in Bahia, and 3 nights in Rio. Instead of the previously planned and stated 3 nights in Bahia and 4 nights in Rio.**

What I found to be the case is that Salvador, Bahia is the center of Black culture in Brazil. It reportedly boasts the largest population of African descent anywhere in the world, second only to the continent of Africa.

We would be remiss if we did not take full advantage of the history and heritage that Salvador, Bahia (first capital of the country of Brazil) presents for our organization.

After my site vist of Brazil, I echo this quote taken from Frommer's travel guide:

*"A blend of African, Indian, and European cultures, Salvador moves at its own rhythm, slow, and sensual, more at ease even than Rio and blessed with miles and miles of practically untouched beaches. The capital of the state of Bahia, Salvador is at once South American and African, a mix that makes it unlike any other city in the world. There are the thousands of black faces, with bodies swathed in cloth of neo-African styles. If you have only one time to visit two cities in Brazil, make them Rio and Salvador, although, as residents of the latter quickly add, once you've been to Salvador you won't need to visit Rio .."*

The NBS has the dubious distinction and opportunity to visit both. Join us for an unforgettable journey to Brazil and truly Feel the Rhythm! April 23 - May 1, 2010

Rio de Janiero, is a metropolis - full of energy and everything that is personified by Brasil. It reminded me of Manhattan with a beach - but not just a beach - the most beautiful beach you could imagine. Full of people, taxis, busses, beautiful people and nightlife. The best thing is the NBS will have the opportunity to experience both of these magnificent cities!

**Deposit is \$250 and due now. Please make sure waiver form, and trip form are submitted with initial deposit. Send to PO box listed on page 6 of trip information packet. Make all checks/money orders payable to New Horizon Tours.**

**ABSOLUTELY NO DEPOSTS WILL BE ACCEPTED TO CONFIRM SPACE WITHOUT A COMPLETED AND SIGNED NBS LIABILITY WAIVER FORM.. NO EXCEPTIONS! YOUR DEPOSIT WILL BE RETURNED AND SPACE FORFEITED.**

**Initial deposit is payable by check/money order only.** All subsequent payments after initial deposit will be accepted in any format - check, credit card, [active.com](http://active.com), etc.

Also, for all future correspondence, PLEASE USE THIS EMAIL ADDRESS ONLY: [nbsspringfest@yahoo.com](mailto:nbsspringfest@yahoo.com) .

**THE NATIONAL BROTHERHOOD OF SKIERS, INC.**  
**In Conjunction with New Horizon Tours**  
C.S.T. # 2031736-40

*Presents*

***NBS Springfest Fundraiser 2010***

**SAMBA! FEEL THE RHYTHM OF BRAZIL**  
**RIO DE JANIERO & SALVADOR, BAHIA**

**April 23 – May 1<sup>nd</sup>, 2010 (Rio & Bahia)**  
**May 1 – May 3, 2010 (Iguassu Falls Extension)**

June 22, 2009

**2010 SPRINGFEST FUNDRAISER INFORMATION PACKET**

**1) Springfest 2010 POLICY:**

The NBS 2010 Springfest Fundraiser is entitled “Samba! Feel the Rhythm of Brazil”.

It is being promoted as a pre-packaged fundraiser and should be sold as such. There is no registration for this event. If you purchase the package with the NBS, you get the benefits, perks and activities sponsored by the NBS. *New Horizon Tours is not responsible for those doing their own air & getting to the destination.*

We have shopped for the absolute lowest price for an event that would allow the organization to generate funds. If you choose to discount the funds the organization will raise, then you will undoubtedly find an internet special that your members or another travel agent may promote as “cheaper”.

We ask that you keep in mind that this is a fundraiser and we are promoting and selling it as such. With that focus, we strongly discourage soliciting others to undercut the event because they are promising a better deal. The better deal is a quality event with an attractive selling price that makes money for the organization.

The Springfest base package includes 3 nights double occupancy lodging (minimum 4 star) in Rio de Janeiro; 4 nights double occupancy lodging (minimum 4 star) in Salvador, Bahia; roundtrip domestic & international air from advertised departure cities, as well as internal air within Brazil; all ground transfers between airports and lodging. Package also includes 7 breakfasts, 2 lunches, welcome dinner and farewell banquet, hotel taxes and gratuities. It does NOT include departure taxes and/or fuel surcharges of **approximately \$167-200**, depending on departure city, per person payable upon ticketing. Departure taxes are an estimate only, and subject to change until ticketed.

*Package does not include your visa which is required for entry into Brazil for all U.S. citizens. Current cost of visa is \$130 US dollars.*

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Package prices listed are guaranteed for the first 96 participants that sign up. At that point a wait list will be maintained pending booking of additional inventory of airline seats and may require a different itinerary of travel from main group. Package price will be adjusted accordingly to reflect current market value of airfares at that time.

#### **Single Supplement**

*All quoted rates are based on double occupancy. Single supplements are available upon request and those rates are as follows:*

*Brazil – Rio & Bahia – add \$495 p/person for single supplement*

*Iguassu Falls (extension trip) – TBD p/person for single supplement*

#### **Springfest Extension Trip – Iguassu Falls, Brazil/Argentina – May 1–3, 2010**

An opportunity to extend your Springfest experience is being offered in the form of a two night extension trip to Iguassu Falls. Iguassu is one of the largest cascades of waterfalls in the world, second to Victoria Falls in Africa, with Niagara Falls being in the number three spot. Our extension trip includes a boat ride to the falls and the ability to see the cavalcade from both the Brazilian border and the Argentinean border, as the falls are so expansive that they span the borders of two countries!

The extension trip to Iguassu Falls includes airfare, 2 nights double occupancy lodging, all ground transfers, two breakfasts, one lunch and dinner, and tours of the falls in both Brazil and Argentina. Package price for extension trip will be available August 15, 2010.

*New Horizon Tours is not responsible for those doing their own air & getting to the destination.*

Please note that space is limited on the extension trip and will be filled on a first come-first served basis only. A waiting list will be maintained for cancellations. A \$200 deposit separate from the Brazil trip deposit is required to hold space for the extension trip. Deposit for the extension trip is not required until the package price has been finalized for the Falls trip only. This does not apply to the Brazil portion of the trip.

Extension trip, once elected, is non-cancellable and non-refundable, as it requires an airline deviation fee and rebooking after deviation may result in loss of original airline reservation.

#### **COMP POLICY**

One complimentary trip for each 30 paid participants. This means the 31<sup>st</sup> person would be comp'd. Please note: *all complimentary participants are responsible for paying the departure taxes, fuel surcharges and fundraising activity amounts.*

#### **2) EARLY BOOKING DEPOSIT & CANCELLATION POLICY:**

Trip officially opens on Tuesday, June 23, 2009, and will be accepting deposits of **\$250 p/person/pillow by check, cashiers check or money order only – payable to New**

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**Horizon Tours. Fully completed and signed NBS liability release waiver must accompany all deposits. No exceptions! No deposits will be accepted to reserve any space without a completed liability waiver form. Send all deposits to NBS Fundraising Director at the address noted on the last page of this document.**

The deadline for early booking deposits is July 30, 2009. After July 30, 2009 package price will increase by \$50. Early booking deposit is **NON-REFUNDABLE**. *Non-refundable means no money back. Booking deposit on the cancelled pillow, is fully transferable to another individual for that previously deposited on pillow, but it is not transferable between existing persons/pillows. In other words, if you put a deposit on a pillow and the individual you deposited for, cancels - you still own the pillow and the \$250 deposit stays with the pillow; it is not applied to another person on a different pillow, nor combined with your pillow deposit.* Optional Travel Insurance is available and strongly recommended for all trip participants. See Extra Costs at paragraph 5 for details.

If an individual pays for a double occupancy room and their roommate cancels, last minute or at any other given time, that individual will be responsible for paying the single occupancy rate if another roommate cannot be arranged prior to arrival. An attempt to pair a solo traveler with a roommate will be made if the situation presents itself, however, *it is NOT the responsibility of the NBS nor the tour/travel agent to provide a solo traveler with a roommate.*

**Springfest/New Horizon Tours Cancellation Policy**

*All cancellations prior to January 23, 2010 are subject to a \$200 cancellation charge by New Horizon Tours & the NBS. Cancellations 89-60 days prior to arrival are subject to a \$300 cancellation penalty. Cancellations 59-31 days prior to arrival are subject to a \$450 cancellation penalty. Cancellations 30-0 days prior to arrival, NO REFUND unless a replacement is found. It is not the responsibility of New Horizon Tours or the NBS to find a replacement for you if you cancel. Cancellations that result in a name change after ticketing will incur a \$100 name change fee. No name changes within 48 hours of departure.*

Cancellations must be in writing and receipt of cancellation notice in our office establishes the cancellation date.

**3) TRANSFERABILITY OF DEPOSIT POLICY:**

Early booking deposits shall be 100% transferable up to the deadline date for the rooming list. This means even though a name list has been submitted on the reservation sheet, changes can be made, if needed, at no penalty to the club.

**\*NOTE: The Final Rooming List of Names is due February 23, 2010. PASSPORT NUMBERS, BIRTHDATES AND EMERGENCY CONTACT PHONE NUMBERS FOR ALL PARTICIPANTS MUST BE INCLUDED WITH THE FINAL ROOMING LIST.**

**4) ITINERARY (TBD)**

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A detailed itinerary will be distributed closer to departure date.

**5) TRIP PACKAGE PRICES (Brazil):**

<u>Base Package Cost</u>	<u>w/dpst by Jul 30</u>	<u>w/dpst after Jul 30</u>
<u>From Miami Pkg</u>	<u>\$ 2,085 +tx</u>	<u>\$ 2,135+tx</u>
From Wash DC/Natl Pkg	add \$20 +tx	add \$20+tx
From San Francisco Pkg	add \$70 +tx	add \$70+tx
From New York/JFK Pkg	add \$20 +tx	add \$20+tx
From Dallas/DFW Pkg	add \$25 +tx	add \$25+tx
From Los Angeles Pkg	add \$70 +tx	add \$70 +tx
From Philadelphia Pkg	add \$20 +tx	add \$20 +tx
From Atlanta Pkg	add \$0 +tx	add \$0 +tx
From Detroit Pkg	add \$40 +tx	add \$40 +tx

**Land Only Pkg**

n/a

n/a

No land only package is being marketed at this time. Land Only packages are made available for participants that are not in reasonable proximity to departure cities listed above. Contact Fundraising Director for future availability.

**Please Note the Following Regarding Departure Taxes and Fuel Surcharges:**

The base package price listed above is the base price from Miami only. For all other listed departure cities, you must ADD the applicable amount to the Miami base package price to get the correct package price from your departure city. (For example: if you are traveling from Philadelphia, add \$20 to the base price of \$2,085. This would include your roundtrip0 air from Philadelphia to Miami AND your international roundtrip air to Brazil. You are not responsible for arranging your own air to Miami – it is included in the package!) At present, package prices indicated with “+tx” means taxes of approx. \$200 must be added to the base fare, and no fuel surcharges currently apply to these fares.

Taxes are approximate (currently \$167-\$200 depending upon departure city) and are subject to change until ticketed.

Hotel package prices are based on double occupancy standard rooms. Standard rooms are furnished with one or two beds. At this time, accommodations are not available for triple occupancy. Contact Fundraising Director for prices and availability of ocean view rooms where available.

**Additional Costs:** The following options are available at an additional cost and are NOT included in the Springfest package price:

- **Tourist Visa**                      A visa and valid passport are required documents for travel to Brazil for all U.S. citizens. The current cost of a tourist

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visa is \$130. This cost is NOT included in the package price. Citizens of other countries should consult with the Consulate de Brazil for entry requirements for non-U.S. citizens.

- **Single Supplement:** Add \$495 per person to the package price. (Brazil & Bahia). Single supplement for Iguassu Falls will be available after July 30.
- **Travel Insurance:** Can be purchased on an individual traveler basis. Cost is based upon trip cost and level of coverage selected. Contact New Horizon Tours directly for trip insurance. 1-800-350-7544. *(Must be purchased prior to departure.)*
- **Optional Excursions:** **Rio & Bahia** excursions - from \$32 - \$75 p/person. Date and time of excursions will be determined closer to departure date. At this time, planned excursions are as follows: Favela (educational tour); Platforma Samba Show; Tijuca Forest by Jeep Tour; Petropolis (tour of Imperial City); & a Schooner Cruise. All excursions are subject to change until itinerary has been confirmed.
- **Extension Trip Policy** Due to the deviation fee and re-booking of airline travel to accommodate participants who will extend their stay beyond May 1<sup>st</sup>, all extension trips will need to be elected and paid in full by February 23, 2010. Space is limited and on a first-come basis. **Extension trips, once elected and paid for are non-refundable, non-cancelable.**
- **Extension Trip Option :** **Iguassu Falls, Brazil & Argentina**
  - Package price to be determined by July 30, 2009.
  - Deposit is \$200 per person. Space is limited and available on a first come first served basis. Once trip is sold out, a wait list will be maintained for cancellations on the same basis, first come first served.
  - Resort package prices: (Iguassu Falls extension trip)

**6) DEADLINES:**

<u>ITEM</u>	<u>DATES DUE</u>	<u>AMOUNT DUE</u>
Trip Open for Deposits	June 23, 2009	\$250p/person
Club Trip Leader Info Due	June 30, 2009	n/a
Early Booking Dpst Deadline	July 30, 2009	add \$50 after this date
<i>Extension Trip Sign-up &amp;</i>		

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<b>Deposit Due</b>	<b>August 1, 2009</b>	<b>\$200p/person</b>
<b>Second Payment</b>	<b>August 1, 2009</b>	<b>\$300 p/person ++</b>
<b>Third Payment</b>	<b>September 1, 2009</b>	<b>\$300 p/person++</b>
<b>Fourth Payment</b>	<b>October 1, 2009</b>	<b>\$300 p/person++</b>
<b>Fifth Payment</b>	<b>November 2, 2009</b>	<b>\$300 p/person++</b>
<b>Sixth Payment</b>	<b>December 1, 2009</b>	<b>\$300 p/person++</b>
<b>Seventh Payment</b>	<b>January 15, 2010</b>	<b>\$300 p/person ++</b>
<b>First Day to Apply for Visa</b>	<b>January 25, 2010</b>	
<b>Last Day for Active.com</b>	<b>February 21, 2010</b>	
<b>Final Payment</b>	<b>February 23, 2010</b>	<b>All Balances Due</b>
<b>Airline Passenger Name List</b>		
<b>w/Passport Numbers</b>	<b>February 23, 2010</b>	<b>n/a</b>
<b>Hotel Rooming List</b>	<b>February 23, 2010</b>	<b>n/a</b>
<b>Final Payment</b>	<b>February 23, 2010</b>	<b>All Balances Due</b>

**\*\*\*NOTE:** *We can NOT guarantee room availability at the resort beyond the February 23<sup>rd</sup>, 2010 drop dead date.*

++Please note that all payments are cumulative. This means if you have not deposited \$250 to reserve a pillow & airline seat by the August 31<sup>st</sup> second payment due date, amount due on the books is \$300+\$250, or \$550 to confirm space on the trip. Likewise, if you have no money on the books as of the Nov 1<sup>st</sup> payment due date, amount due to reserve space is \$300+\$300+300+300+\$250 or \$1,450.

Please DO NOT wait until the deadline date to mail in the money you have collected. This will help to prevent releasing space that individual clubs may have collected money for, but have yet to notify the event chairs as to their clubs' actual space needs.

Also note, if you choose to set up a monthly payment schedule for participants, any money collected can be sent to my attention at any time. The above deadline dates are markers for the NBS to stay on track with payments that are due to the travel/tour agent company and in keeping with those deadlines, *please be certain to make your club deadlines far enough in advance so that your payments are **received** by the Fundraising Director by the deadline dates noted above. Compliance with deadlines as well as received dates by the Fundraising Chair are based on payment postmark.*

**7) ELECTRONIC/ONLINE PAYMENTS (ACTIVE.COM):**

In an attempt to facilitate a smooth transaction, and save a few trees, an electronic payment website has been setup utilizing [www.Active.com](http://www.Active.com). This website is set up to be used by individuals and will accept payments beginning August 1, 2009 at 12pm (noon) eastern daylight time/9am pacific daylight time thru midnight February 21, 2010 for this fundraising event. The electronic payment processing website for the NBS "Feel the Rhythm of Brazil" trip can be found at [www.active.com](http://www.active.com). Search event: NBS Brazil. The site can be accessed using the following steps:

1. Log on to [www.active.com](http://www.active.com).
2. In the event search box at the top center of the page, type in NBS Brazil in any form, not cap sensitive, not necessary to put in whole trip phrase, and hit enter/search.

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3. From the list, click on the link for our trip (there may be only one in the list if you type in the full name of the event).
4. Click “register now” to begin the trip payment process. Each departure city will be listed.
5. It is not necessary to set up an account to use active.com, however, if the user chooses to make more than one payment via active.com for the duration of the balance, it will eliminate the need to populate the fields with personal data each time you visit the site to make a payment.

If you experience any problems with active.com, feel free to call me only **after** you, as trip leader, have followed the above steps, and are unable to walk them thru the active payment process. I will be more than happy to assist. The active.com payment system has been set up to provide a level of convenience not to be an exercise in frustration, as some well meaning electronic systems can be. Please do not hesitate to call me if this becomes your experience, as we as constantly striving to make the process better for all concerned.

**ATTENTION: ALL TRIP LEADERS:**

- 1) All checks should be made payable to **NEW HORIZON TOURS.**
- 2) All payments should be mailed to: Cheryl Dorsey  
NBS Fundraising Director  
P.O. Box 5064  
San Jose, CA 95150
- 3) Credit & Debit Card Payments: Credit card payments can be made online via [www.Active.com](http://www.Active.com). There is a processing fee for making payments via active.com. *February 20, 2010 is the last day payments will be accepted via Active.com.*  
  
Credit card payments can be made directly with New Horizon Tours. There is a processing fee associated with this method of payment as well.
- 4) An excel payment spreadsheet will be provided for your convenience. Please use it when submitting all money.
- 5) Please be sure to adhere to all **DEADLINE DATES. No grace periods, no exceptions! Please do not risk forfeiture of deposited space.**
- 6) Confirmation notices will be e-mailed to the trip leader (or club president if trip leader does not have email access) after you submit your registration information and subsequent payments. Please check it over carefully, and if there are any discrepancies, call immediately to make corrections. Please do not wait until the last minute to look over this information.

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- 7) You will receive at a later date closer to departure, an itinerary of departure times and planned events. It is the trip leaders responsibility to make certain all travelers are aware of itinerary departure and arrival times.
- 8) Check-in time at the hotel is 3:00 PM. Orientation will be offered at each check in site.
- 9) **Travel Documents:** It is the responsibility of the traveler to have proper travel documentation in his/her possession prior to departure. Passports are required for entry into Brazil and return to the United States for all travelers. In addition, all U.S. citizens are required to have a visa in addition to their passport for entry into Brazil. Visas can be applied for and obtained at the Brazilian Embassy as well as Brazilian consulates located in major U.S. cities. You can also use a third party visa service for additional fee to obtain your tourist visa. Travel must commence within 90 days of issuance of the visa, or you will need to reapply for a new visa. This means **DO NOT APPLY FOR YOUR VISA** more than 90 days prior to travel. The visa cost is currently \$130 (when obtained directly through the consulate), and will have to be paid again when you reapply, if you apply earlier than 90 days prior to trip departure.

Passport numbers are required for group ticketing and must be submitted for all participants by February 23, 2010. Please note: Passports must be valid for a 6-month period beyond the return date of the trip. Please make all travelers aware of documentation requirements upon trip reservation.

**Springfest Fundraiser Package Information** questions should be directed to:

**Cheryl Dorsey, NBS Fundraising Director**  
**(626) 255-7544**  
[nbsspringfest@yahoo.com](mailto:nbsspringfest@yahoo.com)

Thank you for your assistance and support of your NBS Springfest fundraiser.



# RESERVATION FORM

## (626) 255-Skii



Please print this page out for Mailing. We do not accept e-mail reservations!

### Please print clearly

All monies received are deposited into a trust account.

Name \_\_\_\_\_ Age \_\_\_\_\_ Male \_\_\_\_\_ Female \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Email address: \_\_\_\_\_

NBS Club \_\_\_\_\_ City \_\_\_\_\_

NBS Region: (check one) East \_\_\_\_\_ West \_\_\_\_\_ Rocky Mtn \_\_\_\_\_ Mid-West \_\_\_\_\_

Roommate Preference: \_\_\_\_\_

**I have read and agreed to all the terms under cancellation penalties below.**

Signed: \_\_\_\_\_  
(signature required)

Please select the Trip(s) or Trip Name you are registering for:

Trip: \_\_\_\_\_ Brazil: Feel the Rhythm Deposit: \_\_\_\_\_

Trip: \_\_\_\_\_ Extension Trip: Iguassu Falls, Brazil Deposit: \_\_\_\_\_

Total Deposit: \_\_\_\_\_

**Circle all that apply:** LAX SFO DET WASH DC(National) NYC(JFK) MIA ATL PHL DFW  
Other Dep City \_\_\_\_\_ Smoker Non-Smoker Snorer Handicapped

Please make checks payable to New Horizon Tours. There is a \$15.00 charge for all returned checks. Please include this form with your deposit and return to your club/trip leader.

#### Cancellation Policy:

All cancellations prior to January 23, 2010 are subject to a \$200 cancellation charge by New Horizon Tours & the NBS. Cancellations 89-60 days prior to arrival are subject to a \$300 cancellation penalty. . Cancellations 59-31 days prior to arrival are subject to \$450 cancellation penalty. For cancellations 30-0 days prior to arrival, NO REFUND unless a replacement is found. It is not the responsibility of New Horizon Tours or the NBS to find a replacement for you if you cancel. Cancellations that result in a name change after ticketing will incur a \$100 name change fee. No name changes permitted within 48 hours of departure. **Cancellations must be in writing** and receipt of cancellation notice in our office establishes the cancellation date.

**We highly recommend trip cancellation insurance.**

**ACTIVITY HOLD-HARMLESS, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**

**PLEASE READ CAREFULLY BEFORE SIGNING.  
THIS IS A RELEASE OF LIABILITY OR WAIVER  
OF CERTAIN LEGAL RIGHTS.**

**Activity: NBS 2010 Springfest- Brazil ! Feel the Rhythm  
Organizer/Promoter: National Brotherhood of Skiers (NBS)  
Date(s): Apr22, 2010–May 4, 2010**

**PARTICIPANT: MEANS EACH INDIVIDUAL LISTED ON THIS FORM PARTICIPATING IN THE ACTIVITY LISTED ABOVE. THE UNDERSIGNED: MEANS EACH PARTICIPANT, AND WHEN A PARTICIPANT IS UNDER AGE 18, IT INCLUDES SUCH PARTICIPANT'S PARENTS OR LEGAL GUARDIAN SIGNING ON BEHALF OF HIMSELF/HERSELF AND ON BEHALF OF THE MINOR PARTICIPANT. THE UNDERSIGNED UNDERSTAND AND AGREE THAT TAKING PART IN THE ACTIVITY, AND USING RESORT & TOUR FACILITIES, INCLUDING BUT NOT LIMITED TO WATER SPORTS EQUIPMENT, BOATS, ALL TERRAIN VEHICLES, HORSES AND SUCH, FOR ANY PURPOSE (HEREINAFTER THE ACTIVITY@) CAN BE HAZARDOUS AND PRESENTS A RISK OF PHYSICAL INJURY OR DEATH.**

The Undersigned expressly **ASSUME ALL RISKS** associated with Participant's participation in the Activity, known or unknown, inherent or otherwise; the Undersigned agree and understand these risks include, but are not limited to, risks associated with: marked and unmarked obstacles, slick or uneven walking surfaces, varying weather conditions, diminished visibility, rugged mountainous terrain, variations in terrain, strenuous activity, high altitude, collisions, exercises, sharing facilities and Activity venues with people directly involved and/or not directly involved in the Activity and following the direction of Activity officials. The Undersigned understand and acknowledge: (1) Participant has been informed and understands all rules and regulations of participation in the Activity; (2) Participant is responsible for reading, understanding and complying with all signage, including instructions on use of any and all equipment, transportation and any accessory associated with resort, activity or tour; (3) Participant must have the physical dexterity and knowledge sufficient to safely load, ride and participate in resort activity or tour; (4) Participant assumes the risks of any and all activity associated with engaging in activities with the resort or tour operators; (5) Participant may encounter all terrain vehicles, boats, buses, trains, wildlife, large bodies of water, and equipment related to the Activity at any time; and (6) that falls and collisions may occur and that injuries are a common and ordinary occurrence of physical exertion from proposed resort & tour Activity. The Undersigned also understand and agree that a minor Participant may participate in the Activity, may enter and use the Activity venues and may use the facility without an Activity official or other adult present. The Undersigned agree and understand that **PARTICIPANT HAS THE OPPORTUNITY TO INSPECT THE ACTIVITY COURSES AND VENUES PRIOR TO PARTICIPATING** in the Activity and that **PARTICIPANT ASSUMES THE RISK OF ALL COURSE AND VENUE CONDITIONS**, including, but not limited to, risks associated with design, construction, layout and/or obstacles. A minor Participant's parent or legal guardian acknowledges: (1) they have spoken to the minor Participant about the Activity; and (2) the minor Participant understands and appreciates the risks of participating in the Activity.

The Undersigned **ASSUME ALL RISKS** associated with the Participant's participation in the Activity. **IN CONSIDERATION OF ALLOWING THE PARTICIPANT TO PARTICIPATE IN THE ACTIVITY, THE UNDERSIGNED AGREE TO HOLD HARMLESS, RELEASE, DEFEND, AND INDEMNIFY** The National Brotherhood of Skiers, Inc. (NBS), Activity Promoter, and all their respective insurance companies, successors in interest, commercial and corporate sponsors, agents, employees, representatives, assignees, officers, directors, and shareholders (each hereinafter a "Released Party") **FROM ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from the Participant's participation in the Activity. The Undersigned take full responsibility for any injury or loss to Participant, including death, which Participant may suffer, arising in whole or in part out of the Activity, **INCLUDING THOSE INJURIES AND DAMAGES CAUSED BY ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE OR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY.** By execution of this release, **THE UNDERSIGNED AGREE NOT TO SUE A RELEASED PARTY** and agree they are releasing any right to make a claim or file a lawsuit against any Released Party. The Undersigned further agree to defend and indemnify each Released Party for any and all claims of the Undersigned and/or a third party arising in whole or in part from the Participant's participation in the Activity. The Undersigned agree to pay all costs and attorney's fees incurred by any Released Party in defending a claim or suit brought by or on behalf of the Undersigned.

The Undersigned represent that Participant is in good health and there are no special problems associated with Participant's condition. The Undersigned: (1) authorize a licensed physician and/or other medical care provided to carry out emergency medical care for Participant; (2) authorize any Released Party and/or their authorized personnel to call for medical care for the Participant or to transport the Participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed; (3) agree that upon Participant's transport to any such medical facility or hospital that the Released Party shall not have any further responsibility for Participant; (4) agree to pay all costs associated with the medical care and related transportation provided for Participant; and (5) shall indemnify and hold harmless the Released Parties from any and all liability and/or claims associated with such medical care and/or related transportation.

The Undersigned agree and understand that **THIS RELEASE IS APPLICABLE TO EACH AND EVERY DAY PARTICIPANT PARTICIPATES IN THE ACTIVITY FOREVER** and irrevocably grant NBS the right of publicity to own and use without compensation any images(s) collected of Participant while participating in the Activity.

*INITIALS* \_\_\_\_\_

In consideration of allowing Participant to participate in the Activity and for using the resort or tour operator facilities, **THE UNDERSIGNED AGREE THAT ANY AND ALL CLAIMS** for injury and/or death regarding an alleged incident **SHALL BE GOVERNED BY ILLINOIS LAW** and **EXCLUSIVE JURISDICTION** of any claim shall be in the District Court residing where the alleged incident occurred.

The Undersigned parent or legal guardian acknowledges that he/she is also signing this release on behalf of the minor Participant, that he/she is **WAIVING CERTAIN RIGHTS ON BEHALF OF THE MINOR PARTICIPANT** that the minor Participant otherwise may have and that **THE MINOR PARTICIPANT SHALL BE BOUND BY ALL THE TERMS OF THIS RELEASE. THE MINOR PARTICIPANT'S PARENT OR LEGAL GUARDIAN VOLUNTARILY GRANTS PERMISSION FOR THE MINOR PARTICIPANT TO TAKE PART IN THE ACTIVITY AND ACKNOWLEDGES THAT BUT FOR SUCH GRANT OF PERMISSION, THE MINOR PARTICIPANT WOULD NOT BE PERMITTED TO TAKE PART IN THE ACTIVITY.** By signing this Agreement without a parent or guardian's signature, Participant represents that they are at least 18 years of age, or, if signing as the parent or guardian of the Participant, signer represents they are the legal parent or guardian of the minor Participant. This release shall be binding to the fullest extent permitted by law. If any part of this release is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. This release shall be binding upon the assignees, superegos, distributors, heirs, next of kin, executors, and personal representatives of the Undersigned.

**MINOR PARTICIPANT (UNDER 18) INFORMATION**

\_\_\_\_\_  
MINOR PARTICIPANT #1 - Last Name, First Name, M.I. (please print) Age \_\_\_\_\_

\_\_\_\_\_  
MINOR PARTICIPANT #2 - Last Name, First Name, M.I. (please print) Age \_\_\_\_\_

\_\_\_\_\_  
MINOR PARTICIPANT #31 - Last Name, First Name, M.I. (please print) Age \_\_\_\_\_

**I HAVE HAD SUFFICIENT TIME TO CAREFULLY READ THE FOREGOING LIABILITY RELEASE. I UNDERSTAND ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE. I AM AWARE I AM RELEASING CERTAIN LEGAL RIGHTS THAT I, AND/OR MY CHILD, MAY OTHERWISE HAVE.**

**ADULT INFORMATION**

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

\_\_\_\_\_  
Last Name, First Name, M.I. (please print)

\_\_\_\_\_  
Address - Street Address/Mailing Address (please print)

\_\_\_\_\_  
Address - City, State, Zip/Postal Code (please print)

\_\_\_\_\_  
Date of Birth (MM-DD-YYYY) Emergency Contact Relation Phone Number

E-MAIL ADDRESS (Give us your email address to receive alerts, resort news, exclusive offers & more. We respect your privacy and will not rent, sell or trade your e-mail address without your permission.)

X \_\_\_\_\_  
SIGNATURE OF PARTICIPANT/PARENT/LEGAL GUARDIAN