

MORNINGSTAR SKI TOURS, INC. CONDITIONS Page 1 of 2

1. All participants in any tour by Morningstar Ski Tours, Inc. must read and sign a separate Waiver/Release of Liability and Indemnity Agreement as a condition of participating in the tour.
  2. Morningstar Ski Tours, Inc. acts only in the capacity of an independent agent in making arrangements for transportation, hotel, skiing, lift tickets, and other services and does not assume any liability said or implied for any injury, damage, death, loss, accident, or delay due to any act or default of any carrier, hotel, restaurant, ski area, company, or person rendering any of the services included in the tour. This is inclusive of delays and cancellations caused by weather/road conditions, cancelled flights by airlines, or schedule changes by the airlines. All such acts and/or changes are not the responsibility of Morningstar Ski Tours, Inc. and any losses caused by any of the above are not the responsibility of Morningstar Ski Tours, Inc.
  3. Deposits are non-refundable unless otherwise stated.
  4. If final payment has been made and you are unable to go on the tour, Morningstar Ski Tours, Inc. will refund you only the recoverable costs of your tour, to be determined by Morningstar.
  5. If any days of skiing are missed on the tour, Morningstar Ski Tours, Inc. is not responsible for any refund for unused lift tickets.
  6. If you are injured on the trip and cannot return with the group on the prearranged transportation, you will be responsible for arranging your own expense.
  7. In case of cancellation of the trip due to any reason (lack of snow, failure of bus company or airline to fulfill contract, labor strikes, etc.) a full refund will be given less any non-recoverable expenses.
  8. Any damage to hotel rooms, buses, or vehicles done by you on the tour is your financial responsibility. In cases of minors, it is the responsibility of the parents or guardians.
  9. Morningstar Ski Tours, Inc. reserves the right to make any changes in the tour (hotel, destinations, etc.) if it is deemed necessary due to unexpected conditions or circumstances.
  - 9b. The nature of adventure travel, high altitudes, skiing and snowboarding involve inherent risks and unpredictable weather. Morningstar does not purport to guarantee snow conditions at any resort at any time, nor will any refund be made should the passenger cancel the agreement with Morningstar due to weather or snow conditions, although a minority of resorts will provide partial refunds for inadequate snow. Cancellation charges will apply as noted herein. Tour participants agree to participate at their own risk. Adventure travelers, skiers and snowboarders are advised that it is the duty of each to participate within the limits of his/her ability, maintain reasonable control of speed and course, heed all posted warnings, and participate only in designated areas, and do so carefully.
- Continued on reverse side of this page. Please read entire document and sign where indicated on bottom of page.
10. Morningstar Ski Tours, Inc. reserves the right not to accept or retain as a tour participant any person whose condition or general deportment impedes the operation of the tour or affects the rights, welfare, or enjoyment of other tour participants. A refund for unused, recoverable services is the limit of Morningstar Ski Tours, Inc.'s liability and person is required to leave the tour as a result of his/her actions.
  11. Compatibility with roommates (either of your choice or assigned by Morningstar at your request) is in no way guaranteed. Any actions or behaviors by roommates are not the responsibility of Morningstar Ski Tours, Inc. Any financial loss or emotional distress caused by roommates is not the responsibility of Morningstar Ski Tours, Inc.
- INTERNATIONAL ADDENDUM.**
12. Traveling outside the United States is more involved than travel within the U.S. Changes in currency exchange rates can impact the cost of the tour adversely, and is the responsibility of you, the participant, and not Morningstar Ski Tours, Inc. If a passport or Visa is required, it is the responsibility of you to obtain one. Morningstar is not liable if you cannot go on a foreign tour due to your failure to obtain the required documents, and you and all financial loss incurred by failure to obtain said documents shall be borne by you, the participant. Work stoppages, strikes, monetary crisis, carrier or hotel bankruptcies, or any international conflicts which might impede or cancel an international tour and which are beyond the ability of Morningstar Ski Tours, Inc. to control are not the responsibility of Morningstar Ski Tours, Inc. Further, if an international tour

is canceled due to any of the above reasons, Morningstar Ski Tours, Inc. is not liable for any and all financial loss which is not recoverable. All risks of international travel are borne by you, the participant.

THIS IS A WAIVER/RELEASE OF LIABILITY. I \_\_\_\_\_, understand that skiing and other snow sports and traveling involve risks of bodily and personal injury or death, sickness or disease, and damage to or loss and loss of use of property, all of which can occur from a number of causes. As consideration and a condition for entering into the agreement with Morningstar Ski Tours, Inc. ("Morningstar") for any and all tours I participate in for the 20\_\_ - 20\_\_ season, whether they be tours in the United States or outside the U.S. I hereby release and forever discharge and agree to save and hold harmless Morningstar, its owners, sponsors, officers and directors, and the employees, agents and servants of any and all of them (hereinafter collectively referred to as "Morningstar"), from all liability whatsoever arising out of or related to any loss, damage or bodily or personal injury, sickness disease or death or the dama \_\_\_\_\_ d/or loss of use of any tangible or intangible property, including claims for punitive damages that I or any person on my behalf, could ever bring for any claim arising out of traveling from my home to and from the trip destination and any interim transportation, accommodations (restaurant, hotel, ski area, or otherwise) or acts involving skiing or other winter or mountain activities, and any \_\_\_\_\_ of organizing, or supervising foregoing, from any cause whatsoever. I waive such claims regardless whether the injury, death, sickness, disease or loss of property are caused in whole or in part by any negligent or other allegedly wronged act of Morningstar, regardless of the character or degree of the act or omission, including negligence in all of its degrees, regardless whether such negligence on the part of Morningstar is either active or passive, and regardless whether caused in whole or in any part by any carrier, hotel restaurant, ski area, company, or person rendering any of the services included in the tour, or third person. Should I bring a claim that is barred by this Waiver/Release of Liability, I will indemnify Morningstar for attorney's fees, expenses and court costs in Morningstar's defense of said suit. I acknowledge that there are other means and tours available and that I am not in an inferior bargaining \_\_\_\_\_ at I freely accept the responsibility contracted for herein. I acknowledge that I have the right to choose or not to choose to contract with Morningstar to attend this tour and I do so at my own \_\_\_\_\_ I agree that this release extends to any act or omission of Morningstar done at any time where such act or omission is or was done or should have been done to effect or carry out any of the services related to this trip. This Waiver/Release of Liability is binding on my heirs, conservators, guardians, next of kin, personal representatives of my estate, and any other person who would otherwise be entitled to bring a claim on my behalf or for the injuries and property loss described herein, including any derivative claims they may have. I HAVE READ AND I UNDERSTAND AND AGREE TO THE FOREGOING WAIVER/RELEASE OF LIABILITY and agree to terms stated in Trip Conditions section above.

SIGNATURE(s): \_\_\_\_\_ PRINTED N ME:  
\_\_\_\_\_ PRINTED NAME:

DATED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

If under 18, parent of guardian signature required here: \_\_\_\_\_

Printed name of parent of guardian here: \_\_\_\_\_

COUPLES: BOTH SIGNATURES REQUIRED