

Rowmark Junior Program
Enrollment Instructions
Love to Ski Team, Lower School Team, Middle School Team

1- Read the information provided under the "Information" button on our Rowmark Junior Program website.

- Welcome letter
- Rowmark Junior Handbook

2- Print this document and fill out the required information. Sign and return the forms to the Rowmark office before September 16th. These forms are required for your child's participation in Rowmark activities and serve as a way to reserve a spot in our program. We appreciate your prompt attention.

3- Memberships: there are two links under the "Memberships" button on our website. Fill out the paperwork for these two memberships: USSA and Nastar.

USSA membership: All skiers who will participate in ski races this season (YSL, South Series and J3 qualifiers) are required to become USSA members. Please note that for insurance reasons, even if your son or daughter does not participate in a race, they must have a current USSA membership license in order to be part of our program. We participate in the Intermountain Division of USSA.

Rowmark Junior Program
Handbook Acknowledgement

I have read the Rowmark Junior Program handbook. I understand and agree to its terms and conditions.

Skier Printed Name

Skier Signature

Parent/Legal Guardian Printed Name

Parent/Legal Guardian Signature

Date

Rowmark Junior Program
Personal Information

Name of Rowmark Skier

Grade:

Teacher name

Birthday: _____
Month / Day / Year

Name of Mother

Mother cell

Mother email

Name of Father

Father cell

Father email

Skier email

Skier Cell

Home Telephone: _____

Other important telephone: _____

Emergency Contact Name

Phone

Mailing address:

Medical Insurance information:

Name of Rowmark Skier:

I hereby request to enroll the above named skier in the Rowmark Junior Program for 2009-10 and agree to pay (check one) the amount listed below.

Love to Ski Team: _____ \$ 1,811

Lower School Team: _____ \$ 3,183 (49 days) or _____ \$ 2,655 (40 days)

Middle School Team: _____ \$ 4,150 (60 days) or _____ \$ 3,565 (49 days) or _____ \$ 4,929 (72 days)
(If qualify)

It is agreed that:

1. A reservation deposit of **\$500** is required and must be returned with this enrollment contract to hold the skier's place, is non-refundable, and will be applied against the payments required by either Plan A, B, or C.
2. Payment Plan available for Lower School and Middle School Team only.
 - o A. **PLAN A** - In full on or before October 1, 2009.
 - o B. **PLAN B** - One-half on or before October 1, 2009 and the remaining 50%, plus simple interest beginning October 1, 2009, at 12% annual rate, on or before December 1, 2009.
 - o C. **PLAN C** - **Six** monthly payments beginning October 1, 2009 – March 1, 2010. Simple interest applied beginning October 1, 2009 at 12% annual rate.

In addition, any other charges incurred on a monthly basis are due the first of the following month.

3. I understand that I have the obligation to pay the entire annual tuition upon acceptance of the skier by Rowmark Junior Program, except that I may withdraw the skier in writing on or before October 15, 2009 without further financial obligation beyond the deposit. The fact Rowmark Junior Program permits fees to be paid in installments does not signify a fractional contract.

In view of this obligation, I understand that when paying Plan A, I have the option to participate in the Tuition Refund Plan and that the **Tuition Refund Plan** is required with Plan B and Plan C. I have read the enclosed brochure concerning the plan which offers insurance in the event of withdrawal, dismissal, or injury according to the terms of the policy and elect as follows: **ONE OF THE FOLLOWING BOXES MUST BE CHECKED.**

- o A. (Required for Payment Plan B and Plan C) I wish to participate in the Tuition Refund Plan. I understand that the premium for TRP will be billed to me on the first statement. The premium rate is **\$48/Lower School Team** and **\$74 for Middle School Team**. Not available for the Love to Ski Team. I authorize Rowmark Junior Program to collect claim payment to which I am entitled under the Tuition Refund Plan and credit my account, paying any excess to me.

B. I do not wish to participate in the Tuition Refund Plan and **AGREE TO ASSUME FULL RESPONSIBILITY FOR THE FULL ANNUAL CHARGES WHICH WILL BE PAID PROMPTLY WHEN DUE.**

4. If at any time, in the opinion of Rowmark Junior Program, the enrollment of the skier shall be deemed detrimental to the skier's health or progress or to other skiers, he/she may be dismissed. The skier is also subject to disciplinary action including suspension or dismissal for violation of Rowland Hall or Rowmark Ski Academy rules.
5. If a student is dismissed or leaves the Academy for any reason, the full tuition becomes due immediately and no refunds will be allowed other than as provided in the Tuition Refund Plan.
6. The Tuition Refund Plan covers an injured skier if the injury is a **season-ending injury of 31 or more days**. The end of the season is April 20, 2010.
7. In order to use the Tuition Refund Plan, the skier must drop out of Rowmark's activities for the rest of the year.
8. Unless written notice to the contrary is received in advance, the skier shall be deemed to have permission to take part in any and all Rowmark activities on or off campus and to ride in vehicles driven by staff members or parents, or in buses chartered by Rowmark. I hereby release Rowmark, its trustees, staff, parents and skiers from liability (other than for gross negligence) for any injury to the person or property of the skier by reason of his/her participation in such activities or riding in such vehicles.
9. The undersigned agrees to pay, in the event their/his/her account becomes delinquent, all costs and expenses of collection, including reasonable attorneys fee.

Signature of Parent/Guardian financially responsible for skier

Date

Accepted by Rowmark (signature)

Date

Medical Release

If your child is below the legal age of consent (eighteen) the law requires that we have your permission to give medical services should the need. Please read the following statement carefully and sign below.

We/I hereby authorize Rowmark Ski Academy and/or it's named coaches to secure any hospital, medical, dental, and/or surgical care, treatment and/or procedures for _____, my son/daughter/ward. We/I also consent that in the event of injury to my son/daughter/ward, coaches can sign for his/her care, treatment, and/or procedures under the instruction and direction of a licensed physician on call at the emergency room of the nearest hospital or emergency facility.

A Rowmark Ski Academy coach shall notify a parent/guardian, or the given relative or friend (provided on the Medical Information Form) at the earliest possible time during or after the incidence of such care, treatment and/or procedures. I knowingly and voluntarily consent in advance to such care, treatment and/or procedures to encourage the physicians and coaches to exercise their best judgment as to the requirements of such care, treatment, and/or procedures. I specifically indemnify and hold harmless ROWMARK SKI ACADEMY and its coaches from any and all costs arising out of such care, treatment, and/or procedures, including the cost of airfare home, if the situation arises.

Parent signature

Date

Liability Release

In Consideration of being allowed to participate in any way in Rowland Hall School's Rowmark Junior Program, related to events and activities, I, _____,

The undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe an unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS **ROWLAND HALL SCHOOL AND ITS ROWMARK SKI PROGRAM**, their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT. I FULLY UNDERSTAND ITS TERMS AND I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Participant's Signature

Age: _____

Date Signed: _____

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE (UNDER AGE 18)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

X _____ Date Signed: _____

Parent Signature

Park City Mountain Resort

- Eric Hays Memorial/Dec. 19-22, 2009 IMD J1/2 Qualifier/Jan. 4, 2010 West Tech Series/Jan. 7-10, 2010
 UU FISU Invite/Jan. 11-12, 2010 YSL/Jan. 16, 2010 David Wright J3 Qualifier/Jan. 30-31, 2010
 South Series Finals/Feb. 20-21, 2010 Western FIS Open/Mar. 19-22, 2010

ACKNOWLEDGMENT OF RISKS, LEGAL RIGHTS WAIVER, LIABILITY RELEASE AND HOLD HARMLESS AGREEMENT

THIS IS A BINDING LEGAL AGREEMENT - READ IT CAREFULLY!!!

I understand and acknowledge that ski and snowboard events, races or competitions, including practice runs and "free skiing/snowboarding" before and after the races, and related activities (hereinafter referred to as the "Event") at Park City Mountain Resort (hereinafter "PCMR") and skiing and snowboarding in their various forms are hazardous sports that involve inherent and other risks of **INJURY** and **DEATH**. Such risks include, but are not limited to, terrain changes, weather changes, lift towers, signs, rocks, trees, stumps, avalanches, ice, snow or trail conditions, bare spots, equipment failure, getting on, off or riding ski lifts, collisions with skiers, snowboarders, other races, man-made objects, snowmaking equipment, rocks, stumps, debris, lift towers, wildlife, animals, vehicles, motorized transportation, and other natural and/or manmade objects, including, but not limited to snowmobiles, grooming and snowmaking equipment and the failure to ski or ride under control or within one's ability. I understand that these risks and others exist throughout PCMR and may be unmarked and occur without warning. I recognize that **INJURIES ARE A COMMON AND ORDINARY OCCURRENCE**. I also recognize that due to the competitive nature of the activity, the Event is more hazardous than non-competitive recreational skiing or snowboarding. I have made a voluntary choice to participate in this activity despite the risks, dangers and hazards that it presents.

I agree that PCMR shall have no duty to warn me of the nature, layout or condition of the race or training course. I also acknowledge and understand that I am accepting the course **AS IS**, and further acknowledge and understand that **NO WARRANTIES** are being extended to me with respect to any aspect of the facility. I accept responsibility for educating myself as to the nature, layout and condition of the racecourse by conducting an inspection prior to each race or heat. I further represent that by initialing and signing below I have read, agreed to and understand the terms of this agreement and that I am signing it freely and willingly.

I have read and I understand this agreement and all of its terms. I understand that this is a legally binding agreement. I am entering into this agreement freely and voluntarily and I agree that it is and shall be binding on me, my heirs, assigns and legal representatives.

I understand and agree that PCMR is not responsible for snow conditions, weather, fences and/or barriers at, on or along the race course, or the absence of such fences and/or barriers, or the inability of fences and/or barriers to prevent or reduce injury. Nor is PCMR responsible for any changes in the speed of travel, which depends on surface conditions and the weight of the skier or rider.

I also agree to **UNCONDITIONALLY WAIVE** any right to sue PCMR, Greater Park City Company (GPCC), POWDR Corporation and any employees, agents, independent contractors, affiliates, promoters, organizers, course designers, setters, volunteers, constructors and subsidiaries of these aforementioned entities and/or companies (hereinafter "releasees") regardless of the sport and/or activity involved. I further agree to **UNCONDITIONALLY RELEASE** and **HOLD HARMLESS** the releasees from **ANY AND ALL LIABILITY**, claims and causes of action for **ANY AND ALL INJURIES** sustained while participating in the event or any other use of the facilities at PCMR, including, but not limited to, injuries sustained as a result of the releasees **NEGLIGENCE** and regardless of whether the possibility of sustaining such injuries was contemplated, obvious, and/or known at or before the time of injury.

In the event that any section or portion of this release is found to be unenforceable, partially or otherwise, the remaining terms shall be fully enforceable; and this release, including all waivers, shall be binding to the fullest extent permitted by law; and *shall be governed by the laws of the State of Utah* and that any legal action shall be brought in the 3rd District State Court, Summit County Utah.

I hereby authorize the use and reproduction by Park City Mountain Resort and its authorized representatives of any and all photographs taken of me without compensation and understand that all negatives and positives, together with the prints, shall constitute the property of Park City Mountain Resort solely and absolutely.

Signature of Competitor (Must be 18 or older)

Date

Name (print) _____ Date of Birth ____-____-____

Address _____

I have read and understand the foregoing agreement and have discussed it with my children and am voluntarily signing below, indicating my acknowledgement of the risks on their behalf and further indicating my child(ren)'s understanding of the risks involved as well. I represent and warrant that I am signing this agreement with the consent and approval of my spouse (if any).

Print name of dependent under 18 years of age: _____

Parent or legal guardian's signature for dependent: _____

Print name and address of parent or legal guardian: _____

Rowmark Junior Program
Billing

Rowmark Skier Name:

Rowmark will email invoices monthly (or sometimes after each race depending on activity.) You may pay by check, credit card or cash. Tuition fees and camp payments must be made in full and submitted to the Rowmark office prior to Rowmark's scheduled event.

Please circle the payment option you prefer:

Credit card

Check

Cash

Even if you choose to pay using cash or check, Rowmark requests a valid credit card on file. Please fill out the information below. *For returning families, if the credit card on file is still valid, no need to fill out the info below.*

For 2009-2010 Rowmark expenses, authorize my: (circle one)

VISA
MasterCard
American Express

Card Number _____ expiration date _____

Cardholder name _____ CCV # _____

Cardholder Signature _____

Billing zip code for card _____

All Rowmarkers must have a valid credit card on file. Thank you.

Rowmark Junior Program
Photo Release

I hereby grant permission for Rowmark Ski Academy and Julie Shipman, Photographer, the irrevocable right to reproduce and reuse any images created of me (or my child in the case of a minor), in all manners including composite and computerization for promotion, display, publication, including resale for commercial usage and other lawful purposes without prior notice and without compensation. I waive any right to inspect or approve the finished version. Julie Shipman retains the copyright and ownership to all images. I understand that scanning or copying of such images for any purpose is prohibited by law.

Names of skier(s) under the age of 18

Parent/Guardian Print Name

Parent / Guardian Signature