

# San Diego Ski Club

Date of Application: \_\_\_\_\_

## Membership Application, Waiver and Release from Liability, and Chalet Agreement

Please Review, Complete, Sign and Date ALL Forms in this package. Effective Dates: **01SEP2023 to 31AUG2024**

### ADULTS (Primary Members, 18 + years old, please print clearly):

M First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Occupation: \_\_\_\_\_  
F

Cell Phone: \_\_\_\_\_ email: \_\_\_\_\_ Signature: \_\_\_\_\_

M First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Occupation: \_\_\_\_\_  
F

Cell Phone: \_\_\_\_\_ email: \_\_\_\_\_ Signature: \_\_\_\_\_

Home address: Street: \_\_\_\_\_ City: \_\_\_\_\_ State: CA Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Family Memberships may include individuals up to age 23 if living in the same household with parent/guardian. For Family Members less than 18 years of age at date of application, the attached waiver and release must be co-signed by the Applicant who is parent or legal guardian. There is an added \$15/person annual fee beyond the first two family members.

### DEPENDENT FAMILY MEMBERS (Ages 0 – 23 living in same household):

Gender	First Name	Last Name	Date of Birth	Signature (Parent or Legal Guardian, if under 18)
M F	_____	_____	_____	_____
M F	_____	_____	_____	_____
M F	_____	_____	_____	_____

Annual Membership Fee: (Check one category): Add \$50 Late Fee if renewing after Sept. 1<sup>st</sup>

	<u>Single</u>	<u>Family</u>
<b>Regular Members</b>	<input type="radio"/> \$50	<input type="radio"/> \$75 <b>plus</b> \$15 per dependent
<b>Provisional Members</b>	<input type="radio"/> \$150	<input type="radio"/> \$175 <b>plus</b> \$15 per dependent

**Newsletter delivery (check one):** ☐ Via email ☐ Via U.S. Mail (**add \$12 to Membership Fee**)

### All Applicants: Select VOLUNTEER AREAS below of interest to you. Our All-Volunteer Club appreciates your help!

- |   |  |
|---|--|
| <input type="checkbox"/> Annual Labor Day Chalet Working Party                      | <input type="checkbox"/> Social media or Website Creative Assistant                  |
| <input type="checkbox"/> Adopt-A-Highway crew – Rte 395                             | <input type="checkbox"/> Annual BBQ (Organize/Coordinate/Assist)                     |
| <input type="checkbox"/> Assist SD Ski Council at Snow Jam – November               | <input type="checkbox"/> Assist with backup Chalet Reservation system                |
| <input type="checkbox"/> Coordinate/deliver Chalet Orienteering for New Members     | <input type="checkbox"/> Racing Program Participant/Assistant/Trainer/Coach (circle) |
| <input type="checkbox"/> Host a General Club Meeting (within ~20 miles of Bay Park) | <input type="checkbox"/> SDSC Board Member: Area of interest: _____                  |
| <input type="checkbox"/> Club Activity or Trip Outing Planner/Organizer/Assistant   | <input type="checkbox"/> Annual End of Year Beach Party (Organize/Coordinate/Assist) |
| <input type="checkbox"/> Write a Club Newsletter Column or Article                  | <input type="checkbox"/> Coordinate Club Newsletter Printing & Mailing (as needed)   |
| <input type="checkbox"/> Assist Membership Chair                                    | <input type="checkbox"/> Provide Club-Life/Event Photography for Newsletter / Media  |
| <input type="checkbox"/> Other – How can you help us? _____                         |  |

New members registering after April 1<sup>st</sup> will have their memberships extended through August 31<sup>th</sup> of the following year.

San Diego County residency is required for membership. Applicants must attend a general meeting to be introduced and agree to meet with expectations/conditions as expressed in the attached document entitled "Provisional Membership" to be considered for membership by the Board of Directors. Before new members may sign in the Chalet, they must attend a Chalet Orientation.

**Email completed and signed application to:**

membership@sdsclub.org

**Or mail completed and signed application to:**

SDSC Membership Chair  
3346 Bernardo Lane Escondido CA 92029

# ***San Diego Ski Club Waiver and Release Agreement***

## **RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration for conditional or full membership and participation in San Diego Ski Club activities and/or conditional occupancy and use of San Diego Ski Club facilities located at 51 Callahan Way Mammoth Lakes, CA 93546, I do hereby agree to the following:

- To WAIVE ANY AND ALL RIGHTS AND CLAIMS for damages I have now or may incur in the future including unknown or unsuspected claims as defined in California Civil Code Section 1542 against San Diego Ski Club, its past, present, and future associated directors, officers, trustees, all other members thereof, and all of their predecessors, successors and assigns thereof (hereinafter collectively referred to as "SDSC"); and to release "SDSC" from any and all liability for any loss, damage, injury or expenses (including reasonable attorney's fees) that I may suffer or that my next of kin may suffer as a result of being a participant in "SDSC" activities and/or USE OF ANY FACILITIES owned or operated by "SDSC", or due to any cause whatsoever, including negligence of any kind or nature, whether now known, unknown, suspected or unsuspected, including those which I or my next of kin now have, may have had, or hereafter may claim to have, arising directly or indirectly out of any damage, loss, injury, or death to me or my property, breach of contract, or breach of any statutory or other duty of care except claims based upon willful or intentional misconduct;
- I acknowledge that the above release extends to unknown and unsuspected claims arising out of or related to the matters released. I expressly waive and relinquish any and all rights and benefits conferred upon them by the provisions of California Civil Code section 1542, which provides:  

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.
- To hold harmless, indemnify, and defend "SDSC" from any and all liability for any loss, property damage or personal injury to any third party, resulting from my participation in "SDSC" ACTIVITIES and/or USE OF ANY FACILITIES operated by "SDSC,"
- This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assignees and representatives in the event of my death or incapacity;
- I agree and understand that this Waiver and Release Agreement is applicable to each and every time that I participate in "SDSC" ACTIVITIES or while located upon the grounds or within the "SDSC" facilities;
- In executing this AGREEMENT, I declare under penalty of perjury under the laws of the State of California that I am doing so only for myself and/or on behalf of persons for whom I have authority to execute;
- I acknowledge that this AGREEMENT is severable and that if any clause is found to be invalid, the offending clause will be stricken and the balance of the AGREEMENT shall remain in effect and will be enforceable. I agree that any action arising under this AGREEMENT will be brought in the Superior Court of California, County of San Diego. This AGREEMENT will be subject to and interpreted under the laws of the State of California;
- And, in the event that I execute this AGREEMENT on behalf of another person, and in the event that the other person brings a claim against "SDSC", I AGREE to defend, indemnify and hold harmless "SDSC" as fully set forth above.

**THIS IS A RELEASE OF LIABILITY - DO NOT SIGN IT UNLESS YOU AGREE TO BE BOUND BY ITS TERMS.**

I HAVE CAREFULLY READ AND CLEARLY UNDERSTAND THIS RELEASE OF LIABILITY PRIOR TO SIGNING IT. I AM AWARE THAT BY SIGNING THIS RELEASE OF LIABILITY THAT I AM WAIVING CERTAIN LEGAL RIGHTS, WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNEES MAY HAVE AGAINST "SDSC". I VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT.

**Each member joining must sign (parent or guardian if under 18)**

**PARTICIPANT NAME:** \_\_\_\_\_ **SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

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## Chalet Rules

The opportunity to use the Chalet (property of the Trustees of the San Diego Ski Chalet) is a benefit of club membership and a privilege. Accordingly, everyone who uses the Chalet must know how to use it properly. To help accomplish this end, the following rules and guidelines as well as the Chalet Rules posted in the entry at the Chalet must be understood and followed by all users:

1. **Reservations** – You **MUST** have a reservation to stay at the Chalet. You may make a reservation online any time before your arrival. Or, you may call ahead at least 36 hours in advance of your trip for reservations, leaving the following information: Your name, phone number, dates you wish to stay, number of people in your party and identify members/guests. You as a member are responsible for paying for the entire party, including guests, and sending payment for your stay **PROMPTLY** upon return. If you do not pay promptly a late fee will be assessed and you will be required to prepay **BEFORE DEPARTURE** for your next trip.
2. **Cancellation** – If your plans change and you are not going to stay a night that you have reserved, you must log in and cancel, or call and cancel **BEFORE 6PM** of the night reserved or you owe for each night not cancelled.
3. **Payment** – If you did not prepay, send payment within 5 days of return, otherwise a \$10.00 Late Fee will be assessed. Paypal [mandolfhaus@gmail.com](mailto:mandolfhaus@gmail.com) or make a check payable to "San Diego Ski Club Chalet," include date(s) of stay and send to the Chalet Manager at the address listed in the Roster and Newsletters.
4. **Guests** – Members are responsible for guest behavior. All guests must be accompanied by a sponsoring member. Guests may not arrive at the Chalet before or stay at the Chalet after the departure of the sponsoring member. Guest fees for use of the Chalet are the sponsor's responsibility. Bring guests whom you would leave alone at your house.
5. **Entry** – The key to the front door is in a lock box on the door. To open the lock box, enter the correct combination and push down on the top button. The key will release. Re-enter the code and reinstall the key in the lock box. Lock the door after you enter. This provides security to those sleeping, knowing that only members with the code can get in.
6. **Registration** – Every person (or adult sponsor) using the Chalet, including guests, must sign the register/waiver upon arrival.
7. **Accommodations** – All Chalet users shall bring their own sleeping bag, or blankets, and pillow. No sleeping in the lounge. Men shall not sleep on the women's side just because no one is there. You do not know who is coming up or when they will arrive.
8. **Thermostat** – If you are the first to arrive or get up in the morning, set the thermostat on the wall by the men's dorm to a comfortable setting (65 to 72 degrees), after 10PM set it to 50 degrees. When the last person leaves the Chalet, set it to 50 degrees.
9. **Life/Safety** - Exit lights must be left **ON** while the Chalet is occupied. Do not block the emergency exits at the back of each dorm. Fire extinguishers are located in each dorm and in the lounge.
10. **Air Conditioning** - During warmer weather, for fresh air, open the windows. Remember to close them before you leave.
11. **Water Heater** – The water heater is a tankless heater in the women's bath and requires no adjustment. Leave it alone.
12. **Water Valves** - **DO NOT PLAY WITH ANY OF THE VALVES UNDER THE SINKS IN THE BATHROOMS!** If there is a problem, call the Chalet Manager on the phone, or call the plumber listed on the wall of the entry.
13. **Parking** – Parking is tight. If you do not have a reservation at the Chalet, do not park at the Chalet. Park in plowed spots, alongside the Chalet, or at the end of the road. Do not block others in with your vehicle, if you do, be prepared to be awakened early to move it. If there is no room to park at the Chalet, you may need to unload your vehicle and find a parking lot in town. Do not park on a public street or the snow plow operator will have it towed away. Do not park at San Juan Villas.
14. **Snow Plow** – During the winter the snow plow clears a roadway through the parking lot, quite often early in the morning before people get up. Please do not block the access road. If you get snowed in you must wait for the plow to arrive.

15. Out of Control Children - We welcome children, but they need to behave and obey their parents. Children running, shouting, being obnoxious and not obeying their parents, or being disrespectful to other Chalet users is not acceptable. Failure will result in denial of future reservations. Children shall never be left alone in the Chalet. You could be reported to Child Protective Services for doing so.
16. Empty Bunks - Extra gear should be stowed under the bunk, in the cubbies, or on the hangers above. It is very disconcerting for a person coming in late at night to find gear spread out over 2 or 3 bunks. If you are occupying several bunks, latecomers have permission to place your gear on the floor and use the bunk.
17. Food and Cooking – NO COOKING! NO MICROWAVES! Only hot water (for tea, cocoa, oatmeal, etc.) or coffee prep is allowed, in the entryway. If you bring food put it in a mouse proof container. Please limit the amount of food you bring. Food is only to be stored in the entryway and space is limited. NO food is allowed in the SLEEPING AREA because of possible rodent problems (rats and mice), Hantavirus from mouse droppings leads to sickness and death. Clean up when you are finished eating! DO NOT leave any food or coolers outside on the porch, in the snow, or in your car. We don't want to greet a bear when we are trying to get in or out.
18. Trash - Food will not be left in trash baskets to smell bad and attract rodents. If the trash baskets fill up during your stay, take the full trash bags to your car to be disposed of on your next drive out of the parking lot. When you clean up the Chalet for departure, empty all trash baskets into a big trash bag and take the trash bag with you. Leave all trash baskets with new (and empty) paper or plastic bags. Info regarding disposing of trash is POSTED.
19. Smoking – Absolutely NO SMOKING within the Chalet.
20. Alcohol – No excessive drinking of alcoholic beverages. We don't need to deal with a drunk. It will just drive good members away.
21. Pornography – If you bring pornography, your membership in the San Diego Ski Club is terminated.
22. Pets – Pets are not allowed inside the Chalet. This includes all pets. Other guests may have allergies.
23. Quiet Hours – Quiet hours are 10PM to 6AM. Arrive/leave quietly during these hours. Be courteous. Turn cell phones off after 10PM.
24. Cleaning – The chalet is a do it yourself operation. You must clean up when you leave or coordinate with all persons staying there to clean up some portion as your share of the chores. Cleaning equipment and supplies are in both dorms for your use. Leaving clean up for someone else is the wrong attitude. It's your Chalet. The work list is located in the entryway or lounge.
25. Security – If you are the last one out, lock the doors and windows. If you are not sure, or others are still asleep, lock the door.

You agree that if you violate these rules, you will lose Chalet privileges for the balance of the year, at a minimum. Additionally you agree that failure to read and understand these, and other posted rules of the Chalet, is not an excuse for not following them.

I acknowledge that I have read, understand, and agree to comply with the rules for the use of the chalet, and that I (and my family or guests) will abide by those rules when using the Chalet. Management reserves the right to modify rules at anytime. Always apply common sense in application of all rules whether express or implied.

Each member joining must sign (parent or guardian if under 18)

PARTICIPANT NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

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## **"Provisional Membership" and what that means:**

Each year, the San Diego Ski Club has a limited number of new member slots available to fill, and we're pleased to hear that you're interested in joining our ranks. We purposely limit our membership numbers to provide a collaborative, rewarding, and hopefully comfortable experience for all of us.

All new members, if accepted, are inducted into the club as "Provisional Members." Provisional membership has an initial annual fee structure that is \$100 more than the regular ongoing annual member renewal rate. All provisional members pay this higher fee. If they meet certain club expectations for participation and understand and follow the rules of our club, they will attain regular membership and pay the regular-member renewal fee in years thereafter.

A Provisional Member is expected to contribute to our Club in any number of ways. We are an all-volunteer organization with an intentionally low membership limit or capacity. Therefore, it's vitally important that **all** of our members remain willing to volunteer their time to attend, participate, and support Club activities, whether they are provisional or regular members.

New members, while provisional, will not be permitted to make reservations to stay in our Club Chalet or to bring guests to sponsor as provisional member candidates, until they have completed their provisional member requirements for regular membership and have been voted in by the Board of Directors to become regular members of the club.

Provisional requirements are as follows:

- A Provisional Member is required to attend at minimum 3 club meetings or activities sponsored by the club (not including the first meeting you attended to introduce yourself).
- A Provisional Member is required to volunteer in some capacity to assist our club as needed. Assisting our Annual Labor Day Chalet Work Party is an opportunity to acquire 2 meeting credits and a volunteer credit towards regular membership. Other volunteer opportunities include assisting our Membership Chair in an assigned capacity, writing short but interesting articles for the ULLR Newsletter, hosting a club meeting, participating in our Adopt-A-Highway Program, taking on a Chair or Assistant Chair responsibility for our Board, assisting our Race Director or Newsletter Chairs as needed, and organizing or helping to coordinate club activities are all ways of successfully meeting the Provisional volunteer requirement.
- A Provisional Member is required to attend a Chalet Orienteering overnight stay session in our Club Chalet as a guest of a Member-Sponsor or Member-Volunteer to learn firsthand what is expected of members while staying there.

If, at any time the Board determines the participation, manner, or behavior of the provisional member to be inadequate, disruptive, or not in harmony with the comradery expected of members, the Board may elect to end that member's future association with our Club. If provisional requirements remain unmet in the first year, our Board may offer to renew that member at the Provisional Membership rate yet again - in hopes the provisional member will want to participate to the extent anticipated to become an active, engaged, regular Club Member in the following year and thereafter.