

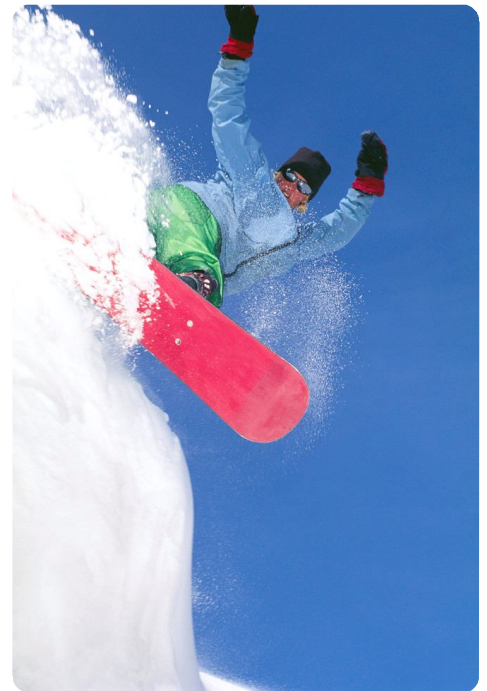


FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

LIVE ON THE EDGE

Ski / Snowboard Trips

Skiing and snowboarding are a great way to stay active and healthy in the winter months and connect with nature. The added bonus is when you participate in a trip with the Y you'll get to share your experience with friends.



February 5th —Blue Mtn., PA—\$85

Remaining ski/board trips:

**March 4th—Hunter Mtn., NY—\$95
(rescheduled from Jan. 21st)**

Contact: Marty Collett at mcollett@westfieldynj.org
or 908-233-2700 x405

Y membership is not required. Families are welcome. Any child in 5th grade and under must be accompanied by an adult. All trips leave from the Bauer Branch at 6am and return at 5pm (Hunter returns at 7pm). Trip fee includes: Lift ticket, bussing and chaperones (rentals, lessons and food not included). Checks made payable to: Westfield Area Y

**NEW! Register online at www.westfieldynj.org (members only).
Printed and signed registration form and waiver required for all.
Available for download at www.westfieldynj.org**

WESTFIELD AREA Y • visit us at www.westfieldynj.org

Main Facility • 220 Clark St., Westfield, 908-233-2700

Robert & Virginia Bauer Family Branch • 422 East Broad St., Westfield, 908-233-2700 x422

Child Care Center • 220 Walnut Ave., Cranford, 908-709-7283

Child Care Center • 211 Center St., Garwood, 908-301-1616

Child Care Center • 170 Elm St., Westfield, 908-654-8460

Y Teen and Family Wellness Center • 220 Walnut Ave., Cranford, 908-233-2700 x251

Blue Mtn. Registration Form

I give my teen _____ permission to attend the Westfield Area Y snowboarding and skiing trip to Blue Mountain in Pennsylvania on **Sunday, February 5th, 2012**. I understand that you will be traveling by bus and leaving from the Westfield Area Y East Broad St. Branch (422 East Broad St.) at **6:00 am** and returning to the Westfield Area Y East Broad St. Branch (422 East Broad St.) at approximately **5:00 PM**. I also understand that the cost of the trip (**\$85**) covers one lift ticket, busing and chaperones unless otherwise specified. Food is NOT included. I will send my child with a packed lunch and/or money to buy food.

Credit / Refund Policy: Registration Fees are non-refundable. In the event you need to cancel your teen's registration you must do so at least 3 days before the trip (by 9:30 PM, Feb. 1st) and you will receive a **credit**, minus a \$10 administrative fee. No credits will be issued if cancellation is done later than specified. Trips may be cancelled or rescheduled due to low enrollment or poor conditions resulting in a full refund of your payment.

As you may know skiing and snowboarding are potentially hazardous sports. Accidents can happen. Helmets are HIGHLY recommended. **Please provide us with one primary emergency contact number (preferably a cell phone where you can be reached at all times) and one alternate emergency number in case the primary is unsuccessful.** Space is provided below. In the event that there is an emergency we will make every effort to contact you. Please read and sign the following release should you or your alternate contact be unattainable at that time.

I hereby give permission to the Westfield Area Y Teen Director to emergency transport, hospitalize, secure proper treatment for, and to order injection and/or anesthesia, and/or surgery for my child as named above in the event of an emergency and I cannot be reached.

Parent / guardian signature

Please put a check next to the appropriate rental if applicable:

I need a SNOWBOARD RENTAL for an additional \$35 OR I need a SKI RENTAL for an additional \$35

I need a __snowboard or __ski lesson AND rental for an additional \$60 I need a helmet rental for \$10

Rental forms need to be completed by parent/guardian before leaving on the day of the trip

Registrations will be accepted in your school's main office (Westfield Intermediate) and at the Welcome Center of the Westfield Area Y 220 Clark St. Westfield, NJ 07090

Thank you,

Marty Collett

Director of Youth, Teen & Camp Services
Westfield Area Y
908-233-2700 x 405
mcollett@westfieldynj.org

Home Phone #

Parent/Guardian Email address

Primary Emergency contact (Name)

Cell Phone#

Alternate Emergency contact (Name)

Cell Phone #

An additional waiver of liability needs to be signed and will be provided upon or after registering.

SNOW TUBING, SNOW SKATING, SNOW SKIING, SNOWBOARDING WARNING, ASSUMPTION OF RISK, LIABILITY RELEASE, INDEMNITY and HOLD HARMLESS AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING.

THIS IS A RELEASE OF LIABILITY AND THE WAIVER OF CERTAIN LEGAL RIGHTS.

The person who is snow tubing, snow skating, snow skiing or snowboarding at **Blue Mountain Ski Area** in Palmerton, PA with the YMCA of Westfield, NJ shall be referred to hereinafter as "PARTICIPANT". "THE UNDERSIGNED" means only the PARTICIPANT when the PARTICIPANT is age 18 or older **OR** it means both the PARTICIPANT and the PARTICIPANT'S parent's or legal guardian when the PARTICIPANT is under the age of 18. THE UNDERSIGNED agree and understand that snow tubing, snow skating, snow skiing or snowboarding (hereinafter the "ACTIVITY") can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY OR DEATH.**

THE UNDERSIGNED agree and understand that there are risks associated with strenuous physical exertion and with participating in the ACTIVITY that **INJURIES AND/OR DEATH** may result from engaging in the ACTIVITY. THE UNDERSIGNED agree and understand that risks include, but are not limited to: changing weather conditions, existing and changing snow conditions, collisions with natural and man-made objects and others, marked and unmarked obstacles, slick or uneven walking surfaces, surfaces covered with ice and snow, rugged and mountainous terrain, strenuous activity, terrain park use, thin ice, drowning, near drowning, and/or the condition(s) of the PARTICIPANT. **INJURIES AND/OR DEATH RANGE FROM:** 1) minor injuries such as scratches, bruises, and sprains to 2) major injuries such as lacerations, loss of vision, joint or back injuries, fractures, concussions, and heart ailments to 3) the very rare catastrophic injuries including forms of paralysis and death.

In consideration for allowing the PARTICIPANT to participate in the ACTIVITY, THE UNDERSIGNED hereby **ASSUME ALL RISKS** associated with the PARTICIPANT'S participation in the ACTIVITY. Additionally, THE UNDERSIGNED **AGREE TO HOLD HARMLESS, RELEASE, DEFEND AND INDEMNIFY** The YMCA of Westfield, NJ, its affiliated organizations and companies and each of their respective insurance carriers, agents, employees, volunteers, representatives, assignees, officers, directors, and shareholders (each hereinafter a "RELEASED PARTY") **FOR 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, **including those claims based on any RELEASED PARTY's alleged or actual NEGLIGENCE or BREACH OF any express or implied WARRANTY.**

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. By signing this release, THE UNDERSIGNED **AGREE NOT TO SUE** any 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 the 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 client or suit brought by or on behalf of all of THE UNDERSIGNED.

THE UNDERSIGNED recognize that protective clothing and equipment are recommended and PARTICIPANT agrees to wear protective clothing and equipment at all times while participating in the ACTIVITY. THE UNDERSIGNED understand and agree that protective clothing and equipment **IS IN NO WAY ANY GUARANTEE OF SAFETY** and that no protective clothing and equipment can protect the wearer against all foreseeable impacts to the body, and that the ACTIVITY and other related activities can expose THE UNDERSIGNED to forces that exceed the limits of protection provided by protective clothing and equipment. THE UNDERSIGNED also understands that such protective clothing and equipment does not guard against all injuries to the body, and that these limitations are **INHERENT RISKS** of the ACTIVITY.

THE UNDERSIGNED represent that the PARTICIPANT is in good health and there are no special problems associated with his/her care. THE UNDERSIGNED 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. THE UNDERSIGNED agree that upon the PARTICIPANT'S transport to any such medical facility or hospital that the RELEASED PARTY shall not have any further responsibility for the PARTICIPANT. Further, THE UNDERSIGNED agree to pay all costs associated with such medical care and related transportation provided for the PARTICIPANT and shall indemnify and hold harmless the RELEASED PARTY from any loss incurred therein, or any claims arising therefrom.

In consideration for allowing the PARTICIPANT to participate in the ACTIVITY and for using the facilities, THE UNDERSIGNED agree that ANY AND ALL CLAIMS for injury and/or death arising from the PARTICIPANT'S participation in the ACTIVITY shall be GOVERNED BY NEW JERSEY LAW and EXCLUSIVE JURISDICTION of any claim shall be in the LOCAL COURT residing where the alleged incident occurred or in the FEDERAL COURT FOR THIS STATE OF NEW JERSEY.

In the case of a minor PARTICIPANT, THE UNDERSIGNED parent or legal guardian acknowledges that he/she is also signing this release on behalf of the minor PARTICIPANT and that the minor PARTICIPANT shall be bound by all the terms of this release. Additionally, BY SIGNING THIS RELEASE AS THE PARENT OR LEGAL GUARDIAN OF A MINOR PARTICIPANT, the parent or legal guardian understands that he/she is waiving certain rights on behalf of the minor that the minor otherwise may have.

THE UNDERSIGNED and/or THE UNDERSIGNED parent or legal guardian on behalf of the minor PARTICIPANT agree that any controversy, dispute, or claim ("Claim") by the PARTICIPANT, THE UNDERSIGNED and/or THE UNDERSIGNED parent or legal guardian individually and/or on behalf of a minor PARTICIPANT against the YMCA of Westfield, NJ, its affiliated organizations and companies and each of their respective insurance carriers, agents, employees, volunteers, representatives, assignees, officers, directors whether based on contract, tort, or any other legal basis or theory, that arises from or relates to (a) this AGREEMENT, (b) services rendered by us pursuant to this AGREEMENT, or in connection with the ACTIVITY, (c) the relationships that result from this AGREEMENT, or (d) the validity, scope, enforceability, or applicability for this arbitration provision to a Claim shall be resolved by binding arbitration. THE UNDERSIGNED and/or THE UNDERSIGNED parent or legal guardian on behalf of the minor PARTICIPANT and we may choose either the American Arbitration Association ("AAA") or a local New Jersey Arbitration Forum to conduct any Arbitration proceeding. If either is unwilling or unable to conduct the arbitration proceeding, or if you or we are unable to agree on another arbitrator, we will substitute another national or regional arbitration organization.

By signing this release without a parent or guardian signature, the PARTICIPANT represents that he/she is at least 18 years of age, or, if signing as the parent or guardian of the PARTICIPANT, you represent that you 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, subrogors, distributors, heirs, next-of-kin, executors and personal representatives of THE UNDERSIGNED.

I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS, AND AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT MIGHT OTHERWISE MAY HAVE.

Printed name of PARTICIPANT Signature of PARTICIPANT Date

Printed name of Parent/Guardian Signature of Parent/Guardian Date

Street Address Town, state, zip Home phone

Parent/guardian/adult email address _____/_____/_____
Participant's Date of Birth

Emergency Contact: _____
Name Telephone