

Phoenix Ski Club Inc.

ACTIVITY RULES

Forward

The Phoenix Ski Club, Inc., in accordance with its mission statement, creates and administers social activities on a non-profit basis. The following rules apply to all Club activities, both ski and non-ski, wherein the Club collects and disperses funds for lodging, transportation or other related features. These rules are intended to help activity participants understand Activity Standards, Participant Responsibilities, and Activity Procedures. These rules also describe Activity Leader Duties and the related Board Responsibilities.

Section A Glossary of Terms

1. "Activity" - Any function the Board elects to sanction and establish the location, date, features, fees, and payment schedule thereof.
2. "Board" - The Board of Directors of the Club consist of the duly elected Officers and Directors. Appointed positions including, but not limited to, Ski Trip Coordinator and Board Members at Large.
3. "Cancellation" - Events may be canceled by vote of the Board or participants may individually cancel from activities. For cancellation procedures and refund rules see the Activity Procedures Section D.6 through D.8.
4. "Club" - The Phoenix Ski Club Inc., consisting of its Board of Directors, employees, agents, and members.
5. "Event" – Synonymous with Activity.
6. "Features" - The elements offered as part of an activity; e.g. lodging, transportation, lift tickets, etc..
7. "Final Payment Date" - The latest date for paying the total remaining fees for an activity.
8. "Lottery" – a process taking place whereby an oversold trip is adjudicated as to who stays on the list of participants and whom are relegated to a wait list.
9. "Member" - Any person who has completed the Club's membership application and liability waiver and has paid the annual membership dues. Members also include those persons granted a lifetime membership.
10. "Non-member" - Any person who is not a member.

11. "Participant" - Any member or non-member, including minors sponsored by Club members, involved, by his/her paid participation in a Club activity. See Activity Standards Section B.4.
12. "Publication" - Any means, including but not limited to the Club's web site, used by the Board to communicate Club activity Information.
13. "Sign-ups" – persons who have paid the required deposit and associated fees for a particular Club event, and thereby have been included as a participant in the event.
14. "Wait-List" - A list of those who wish to be participants in an activity which has already been booked to capacity. See the Activities Procedures Section D.4 and D.5 for specifics.

Section B Activity Standards

1. Age of Participants
 - (a) Ordinarily activities are only available to adults of legal Arizona drinking age. However, on an event- by-event basis, the Board may approve an activity in which minors may participate. See Section B.4 below.
 - (b) Should a participant attempt to include persons under legal drinking age on an "adults-only" event, their under-age guests will be required to be removed from the activity.
2. Transportation
 - (a) No participant will be required to act as a driver of any ground transportation; although there may be instances where special transportation is arranged for an event for which Club members may volunteer to drive vehicles. Under these circumstances, the Board must insure that adequate liability insurance is provided to protect the Club, the Board and related Club members.
 - (b) Some Club events may permit participants to drive their own personal vehicles to and from the event (aka "U-Drives"). Under these circumstances, the Club assumes no responsibility whatsoever for the actions of the drivers or passengers during all such transport.
3. Lodging
 - (a) Unless elected by both participants, sleeping arrangements will be one person per bed.
 - (b) Unless elected by both participants, two people of opposite sex will not be assigned to the same room or bedroom.

- (c) If a wait list has not yet been established for an activity, and a participant has no roommate of the same sex, the Board, at its discretion, may provide him/her lodging.
- (d) If a participant requests a room alone, that participant must pay for the whole room, i.e. “single supplement” cost.
- (e) Bathrooms will be shared by no more than two participants. Where exceptions are necessary due to lodging configurations, participants will be apprised of any exception prior to sign up.
- (f) Persons who are not paid participants for an activity will not be allowed to share lodging with paid participants.

4. Participation In Activities

- (a) With the exception of 4.b and 4.c below, a participant must be a member in good standing to go on any activity costing one hundred dollars (\$100) or more. The Board of Directors can make exceptions to this rule for specific events with other organizations.
- (b) On an event-by-event basis, the Board may approve a Club activity in which minors may participate.

For all such activities, each minor must have an adult sponsor who is a member of the Club, and that sponsor must have legal responsibility as guardian for the minor. For each event the sponsor is required to execute a special waiver that indemnifies the Club for actions of the minor, and documents the responsibilities of the sponsor for controlling the behavior of the minor throughout the event.

- (c) Members in good standing in an Arizona Ski Council club that provides liability insurance may participate in Phoenix Ski Club activities without becoming a member of the club.
- (d) Members register for events and trips via the Phoenix Ski Club website or with the Activity Leader.

5. Non-Smoking Activities

All Club activities and events will be non-smoking, including any Club-provided transportation, lodging and related venues.

6. Deviations from Activity Rules

The Board of Directors may approve an activity that deviates from these rules before the event is offered for sale provided the participants are made aware of the deviations before sign up and it does not expose the Club to any uncovered insurance risk. When promoting such trips, the trip captains will make sure all related advertising and media promotion contains clear language as to the nature of the deviations.

7. Member/Vendor

An individual who provides activities or services to the Club that may result in financial compensation to that individual may also be a member in good standing with the Club, provided the following conditions are met:

- The subject activities or services must be approved by the Board prior to being offered to Club members.
- The Board must ensure that similar activities and services have been made available to public vendors on equal terms and conditions.
- The Board's approval must be on an Event-by-Event basis. No "blanket", long term sustaining authority may be granted.
- A board member is excluded from voting on any vendor-provided event in which the board member is closely associated with the vendor or the board member stands to financially benefit from the event.
- Neither the Club nor the member/vendor shall be held liable as outlined in Activity Rules, Section C, Paragraph 1(g).

Section C Participant Responsibilities

1. It is the responsibility of each activity participant to review and understand the features offered for an activity and the rules that apply to all participants.

- (a) The participant is responsible to make all payments on or before the payment due date. Failure to do so can result in forfeiture of all money paid.
- (b) Checks written by a participant and then returned to the Club for any reason will be considered as non-payment. Also payments initiated through card payment (or other on-line payment facilities), but later contested by the participant, will similarly be considered as non-payment. The Club treasurer and/or the activity leader will inform the participant of the defaulted payment. The participant will, within 48 hours of notification, deliver to the activity leader cash, a certified check, or money order for the total amount of the remaining balance plus a returned check fee. Failure to do so will result in forfeiture of all money paid to date and cancellation from all Club activities until all money owed to the Club has been paid.
- (c) Participants are responsible for providing the activity leader with current physical address, telephone numbers, email address, and other personal information, including any preferences of roommates.
- (d) If for weather or any other reason beyond the control of the Club, an event must be extended or otherwise modified from the original lodging

features, it becomes the sole responsibility of the participant to arrange and pay for the extra accommodations.

- (e) Both member and non-member participants will be subject to all Club rules. The activity leader is responsible for apprising all participants of applicable rules.
- (f) Under no circumstances will participants consider themselves to be above any law of the political subdivision(s) wherein an activity takes place. If a participant is incarcerated as a result of an alleged violation during an activity, no money will be refunded to the participant regardless of guilt.
- (g) All participants will provide a fully executed waiver as provided by the Club for each event attended. The Phoenix Ski Club, its members and Board of Directors will be held harmless in all matters of bodily injury, liability, and property damage that may occur as a result of or during a Club sanctioned activity.
- (h) Adults and/or Club members sponsoring minors for an event are solely responsible for the acceptable behavior of all such minors throughout the event. Additionally they are solely responsible to ensure they do not consume alcoholic beverages or illegal drugs during the event. Minors of the age 12 and younger cannot be left alone in lodging accommodations unsupervised.

Section D Activity Procedures

1. Payment Schedule

Not all activities will require an activity fee. For those activities that have an established activity fee, the trip leader will be required to establish and publish dates and amounts for the initial deposit, interim payments, and the final payment.

2. Non-member Participants

Non-members may be participants in activities under \$100.00 by paying a non-member fee assigned to the event (if any); this in addition to the stated activity fee. Except for participating minors, payment of the non-member fee gives the non-member the same privileges as a member for the single activity.

3. Reservations

For activities under \$100, members and non-members may reserve a position on an activity by paying the required deposit plus any additional payments due for activities under \$100.00. For activities over \$100.00, participants must be members in good standing to reserve a position thereon. Members and non-members may not reserve positions on activities for fictitious or future unknown persons.

Section E Wait List

1. Wait List - In-town Events

The Board may establish a maximum number of spaces allowed for an event. When the maximum is reached, registration is taken on a first come basis. If the maximum number of participants is reached, a wait list is established and the participant may join the wait list. If a space for the event becomes available, the event leader will determine when the event payment is due and notify the wait listed participant. If the required time passes without payment, the next participant on the wait list has the opportunity to join the event. To join the wait list, the participant must be a member in good standing for events over \$100.

2. Lottery/Wait List for Trips

Club sanctioned Trips (including Ski and Non Ski) are approved for a specific number of spaces. These trips may be offered to the membership in a time frame determined by the Board of Directors and are offered for registration via the Club's website. If the number of sign ups exceeds the approved number of spaces within 30 days of open registration, the Board will attempt to increase the number of spaces. If spaces cannot be increased, the Trip will be said to "go to Lottery".

- (a) Lottery – Under these conditions, the names of all registrants are entered into a drawing (with exception of Phoenix Ski Club members who will have priority over other clubs in the Arizona Ski Council). The drawing will physically take place at the first general membership meeting following or coinciding with the end of the 30-day open registration date. This drawing will generate a Wait List. For example, 50 people sign up for a 40 spot trip. The 50 names go into a drawing and 10 names get drawn creating the Wait List. In order to be entered into the Lottery, the participant must be a member in good standing for events over \$100 and make immediate payment of the initial deposit.
- (b) Wait List – Participants must be a member in good standing for events over \$100 to join the wait list. The Board will determine the deposit required for wait-listed participants.
- (c) After the first drawing, or no drawing is required (i.e. the 30 day "on sale" time frame expired) all new sign-ups will be handled on a space available basis.

3. Substitution of Participant

- (a) If an activity has no wait-list, a canceling participant may sell or give his/her position in an activity to a member in good standing and in accordance with Section B.3.b.

- (b) If a wait-list exists for an activity, a canceling participant may not substitute another person in his/her place by sale or gift of said position.
- (c) If positions open on the active event roster, wait-listed participants will be notified by the activity leader in the order in which they appear on the wait-list. If the open position requires a participant of a specific sex so as to not violate the rule of Section B.3.b, then the first wait-listed participant of that sex will be notified.
- (d) If a wait-listed participant cannot be reached via information provided to the activity leader within 72 hours, or otherwise determined by activity leader, they will be considered canceled and the activity leader will go to the next wait-listed participant.
- (e) When called with an opening, wait-listed members will be given 48 hours to pay the balance due to date. If they do so they will be placed on the active roster. If not, they will be canceled from wait-list status. Certified funds may be required.

4. Transfers

Participants may not transfer from one activity to another. Refunds will be made according to the cancellation policies below.

5. Refund of Payments

- (a) Cancellation by the Club – If for any reason, should the Board vote to cancel an activity, or offer participants the option to cancel, all monies paid by participants, less cancellation costs imposed by the vendors at that time, will be refunded.
- (b) Cancellation by Participant - If the participant cancels an event and his/her position is not immediately filled, all monies paid will be refunded promptly, less any cancellation costs imposed by the vendors at that time. If the participant cancels and the position is immediately filled, the participant's money will be refunded promptly, less any change fees imposed by the vendor. Cancellation by the participant should be done in writing.

6. Accounting

- (a) Final accounting of activity finances will be prepared by the respective activity leaders and given to the appropriate committee chairperson for presentation to the Board. All final accounting will be approved by the Club treasurer prior to acceptance by the Board. The final accounting is due on or before the next month's regular Board meeting following a period of 30 days from the date of the activity.

- (b) Should discrepancies regarding finances arise, final approval will be held in abeyance until such discrepancies have been cleared by the treasurer. The Club will take such measures as are allowed by law to recover any missing funds. Those participants or activity leaders responsible for such discrepancies will not be allowed to participate in any activity until the discrepancy has been settled, or waived by the Board.

Section F Activity Leader Duties

1. The Board or its appointed representative will call for and select member volunteers to lead Club activities. The Board or its appointed representative will apprise selected activity leaders of their responsibilities, which include, but are not limited to:

- (a) Submitting a budget to the Board for approval for each activity over \$100.00. The budget must be Board approved prior to actively promoting the activity.
- (b) Trip promotion and publicity, including advertisements on the Club web site and various social media (e.g. Facebook, Meet-Up, the use of the Yahoo Groups “exploder”, physical handouts made available at the monthly general membership meetings, and other means as appropriate).
- (c) Coordination with trip participants:
 - i. Establish a participant payment schedule, with specific dates and amounts, for initial deposits, interim payments, and final payment.
 - ii. Communicate with trip participants as to all the significant features of the activity (lodging, transportation, special events, etc.). Schedules for key events should be included.
 - iii. Where lodging is included, develop and publish a rooming list (in accordance with the activity standards listed in Section B.3 above.
 - iv. Establish the date, time, and location for a pre-trip party. The date should, but is not required, to coincide with final payment date. Finalization of the rooming list of participants should be done at this time.
 - v. Working with the Treasurer, collect and disperse monies to participants and vendors. This includes accounting for all revenue and expenses associated with the activity and in accordance with the accounting procedures of Section D.9 below.
 - vi. Collect and provide necessary information to vendors as needed.
- (d) Coordination with vendors:
 - i. Establish personal contact with each vendor.
 - ii. Coordinate with each vendor as to the schedules of events and the particulars of the planned activities.

- iii. Working with the Board representative and treasurer, coordinate the schedule of payments to all vendors. Ensure treasurer has been made aware of any contract and changes that impact funding to the Club.
- (e) The activity leader will adhere to the features of the activity, as approved by the Board. Any deviation must be pre-approved by the Board.

Section G Board Responsibilities

1. Creation of social, ski, and non-ski activities is a principle responsibility of the Board of Directors. To fulfill this responsibility the following duties are delegated:

- (a) The Vice President, Coordinator(s), Board Member(s) at Large or any other selected member are the chairpersons of activities and each act as the coordinator of their respective non-ski activities. These coordinators will solicit volunteers to plan any out-of-town non-ski trips in which members have expressed interest and will form a committee to research and propose the best trip(s) to the board. Following board approval the coordinator(s) will issue a request for Trip Captain(s) from the membership. Once the Board has selected the Trip Captain(s), the trip can be offered to the membership.

1. (b) The Ski Trip Coordinator and/or its Board designated representative is selected by the President and approved by the Board to coordinate all ski activities, and with approval of the President, selects a ski trip committee from volunteers to plan the ski season. The Ski Trip Coordinator should strive to present the upcoming year's ski trips to the Board at the annual board retreat. Following board approval the Coordinator will issue a request for Trip Captains from the membership. The Board can offer trips to the membership once Trip Captains are selected.

- (c) The President with the Board's approval will select a Webmaster to develop and manage the Club's website, coordinate the publishing of Club events on various social media.
- (d) The Board and/or its designated representative call for and select member volunteers to lead activities.
- (e) The Board and/or its designated representative and the ski trip coordinator must appraise activity leaders of the duties required of those leaders.

- (f) The Board reserves the authority to approve activity features, leaders, fees, payment schedules, and vendors.
- (g) A Board Member is excluded from voting on any event in which the Board Member stands to financially benefit from the event.
- (h) The Board approves the accounting for funds and expenses of each activity.
- (i) The Board may revise, add to, delete from, or clarify any of these rules by majority vote.