



PARENT(S)/GUARDIAN(S) CONSENT AGREEMENT & MEDICAL RELEASE FOR SKI TRIPS

[Please read carefully!]

TRIP PARTICIPANT NAME: _____ DOB: _____ Trip Dates: _____

Acct#: _____ School/Group: _____

I/We give my/our permission to STUDENTCITY.COM, Inc d/b/a GRADCITY.COM, EPIC SKI (herein referred to as "SCC") staff and/or available medical personnel to provide emergency medical treatment to the undersigned trip participant in the event of an emergency. I/We certify that I/We am/are the parent(s)/legal guardian(s) of the trip participant identified below. In addition, there are no serious medical or health situations to my knowledge that would cause the participant not to be able to participate on this trip. Any special circumstances will be noted will be listed below that do not require further assistance.

I/We have been advised by SCC and understand that SCC has hired staff to accompany trip participants to the destination. GRADCITY.COM's staff is provided for general assistance and informational purposes only. They are not chaperones or temporary guardians. I/We have read and understand this form, along with the Terms and Conditions set forth in the Trip Brochure and on the website for the specified tour destination. Without in any way limiting the applicability of the Terms and Conditions, I/We understand that by agreeing to the Terms and Conditions and this Form, I/We have agreed to limit GRADCITY.COM's liability for personal injury, property damage, and other harms to the trip participant identified below that may occur in connection with GRADCITY.COM's services. I/ We also understand that I/we have agreed to release SCC from certain liabilities as previously stated herein and in the terms and conditions and that I/we have agreed to reimburse SCC for any emergency expenses with SCC may incur for the benefit of the trip participant. I/We have advised our trip participant of the above information and give our assurance that they understand the rules and consequences of their actions. I/We give my/our consent for the trip participant identified below to participate in the Tour. I/We agree to indemnify and hold harmless GRADCITY.COM, its subsidiaries and/or affiliates, its directors, officers, shareholders, employees, agents, and their assistants and representatives from any and all claims made under any theory of liability asserted at any time now or in the future by a minor or otherwise for whom I/we as the parent(s)/guardian(s) sign this release. I/We give my/our permission to GRADCITY.COM's staff and/or available medical personnel to authorize emergency medical treatment to the undersigned trip participant in the event of an emergency. I/we understand that SCC will not tolerate any behavior deemed inappropriate to the vendor, trip participant or traveler during the set dates of the trip.

RESPONSIBILITY: I UNDERSTAND AND AGREE THAT ALL TRAVEL ARRANGEMENTS INCLUDED IN THIS TRIP ARE MADE ON MY BEHALF UPON THE EXPRESS CONDITION THAT NEITHER SCC NOR ITS OWNERS, EMPLOYEE, OFFICERS OR AGENTS SHALL BE LIABLE OR RESPONSIBLE FOR ANY NEGLIGENT OR WILLFUL ACT OR FAILURE TO ACT OF ANY THIRD PARTY, SUCH AS OPERATORS OF AIRCRAFT, TRAINS, MOTOR COACHES, PRIVATE CARS, CRUISE VESSELS, BOATS, SHIPS OR ANY OTHER CONVEYANCE, HOTELS, SIGHTSEEING EXCURSIONS, LOCAL GROUND HANDLING, ETC. WHICH ARE TO OR DO SUPPLY ANY GOODS OR SERVICES FOR MY TRIP. I FURTHER UNDERSTAND THAT SCC NEITHER OWNS NOR OPERATES SUCH THIRD PARTY SUPPLIERS AND ACCORDINGLY AGREE TO SEEK REMEDIES DIRECTLY AND ONLY AGAINST THOSE SUPPLIERS AND NOT HOLD SCC RESPONSIBLE FOR THEIR ACTS OR OMISSIONS. WITHOUT LIMITATION, SCC IS NOT RESPONSIBLE FOR ANY NEGLIGENT OR WILLFUL ACTS OR CRIMINAL ACTS OF OTHERS, INCLUDING BUT NOT LIMITED TO OTHER TRIP PARTICIPANTS OR FOR ACTS OF GOD OR FORCE MAJEURE, WEATHER EMERGENCIES, BREAKDOWN, OR FAILURE OF MECHANICAL EQUIPMENT, GOVERNMENT ACTIONS, INCLEMENT WEATHER, SICKNESS, ATTACKS BY ANIMALS, AVAILABILITY OF MEDICAL CARE OR THE ADEQUACY OF THE SAME, CRIMINAL ACTIVITY OF ANY KIND, THREAT OF TERRORISM, TERRORISM, WAR, CIVIL DISTURBANCE, FIRE, SANITARY CONDITIONS, QUALITY OR SANITATION OF FOOD, QUARANTINE, CUSTOMS REGULATIONS, EPIDEMICS, STRIKES, HOTEL OVERBOOKING, SAFETY AND/OR SECURITY STANDARDS AT HOTELS OR OTHER ACCOMMODATIONS, ANY PROBLEMS OR INJURIES WHATSOEVER ARISING FROM CUSTOMERS' CONSUMPTION OF ALCOHOLIC BEVERAGES OR ILLEGAL DRUGS OR FOR ANY OTHER REASON BEYOND THE CONTROL OF SCC, AND I UNDERSTAND, AGREE WITH, AND AGREE TO BE LEGALLY BOUND BY THE TERMS OF THE RELEASE AND WAIVER OF LIABILITY SET OUT AS "EXHIBIT A".

ACKNOWLEDGMENT OF RISK: I understand and acknowledge that my travel in connection with and participation in the travel or Vacation Package ("Vacation Package" or "Trip") arranged at my request by SCC may involve risk and potential exposure to injury and possibly death. I specifically acknowledge and recognize the potential for injury and death which can result from my, or other people's, irresponsible and immature use of alcohol and/or illegal drugs in connection with or during this Trip. I also realize and acknowledge that risk and dangers may be caused by the negligence of the owners, employees, officers or agents of SCC or the negligence or participation of other participants, contractors and/or subcontractors to SCC. I also recognize and acknowledge that risk and dangers may arise from foreseeable and unforeseeable causes, including weather and other acts of nature. I fully understand and acknowledge that the aforementioned risks, dangers and hazards are a potential in connection with recreational activities which may take place during my Trip.

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: In recognition of the inherent risk of the travels and related activities in which I am intending to engage, I confirm that I am physically and mentally capable of participating in the activity and that I will be mature and responsible in my behavior and particularly in connection with any drug or alcohol use in which I may participate. I am willingly and knowingly electing to participate in this Vacation Package in spite of the potential risk of danger and I willingly and voluntarily assume full responsibility for any injury, loss or damage suffered by me or caused by me, whether caused in whole or in part by the negligence of the owners, agents, officers, employees, contractors or subcontractors of SCC.

RELEASE OF LIABILITY: In consideration of the services and arrangements provided by SCC, I, for myself and for my heirs, personal representatives or assigns, do hereby release, waive, discharge, hold harmless and agree to indemnify SCC, and its owners, officers, directors, agents, contractors, subcontractors and employees from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, loss of services, lost profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur during my travel in connection with the scheduled Vacation Package and any activities conducted in conjunction therewith.

I SPECIFICALLY UNDERSTAND THAT I AM RELEASING, DISCHARGING AND WAIVING ANY CLAIMS OR ACTIONS THAT I MAY HAVE PRESENTLY OR IN THE FUTURE FOR THE NEGLIGENT ACTS OR CONDUCT OF THE OWNERS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS OF SCC OR ANY CLAIM DISCUSSED OR REFERENCED IN THE TERMS AND CONDITIONS SET FORTH ABOVE OR HEREIN.

EXPRESS WAIVER OF ANY RIGHT TO SEEK CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES: Regardless of the situation or circumstances giving rise to a claim, I waive any right to seek consequential, punitive or exemplary damages against SCC, its owners, officers, directors, agents, contractors, subcontractors and employees, for any reason whatsoever.

MEDICAL AUTHORIZATION: I hereby authorize any medical treatment reasonably necessary for any injury which I incur while participating in this Trip.

MEDICAL EXPENSES: I either have medical insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred by me or on my behalf during such Trip.

SEVERABILITY: The invalidity or unenforceability of any part of this Agreement, or the invalidity of its application to a specific situation or circumstance, shall not affect the validity of the remainder of this Agreement, or its application to other situations or circumstances. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

CONFLICT: In the event of any inconsistency or conflict between the terms of this Consent Agreement and any terms or conditions otherwise applicable to the Trip, the terms of this Consent Agreement shall prevail.

ARBITRATION: I AGREE THAT ANY DISPUTE CONCERNING, RELATING, OR REFERRING TO THIS CONTRACT, THE BROCHURE, OR ANY OTHER LITERATURE CONCERNING MY TRIP, OR THE TRIP ITSELF SHALL BE RESOLVED EXCLUSIVELY BY BINDING ARBITRATION IN THE COMMONWEALTH OF MASSACHUSETTS, ACCORDING TO THE THEN EXISTING COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION. SUCH PROCEEDINGS WILL BE GOVERNED BY SUBSTANTIVE MASSACHUSETTS LAW.

WAIVER OF JURY TRIAL: IN CONNECTION WITH ANY ACTION OR LEGAL PROCEEDING ARISING OUT OF THIS AGREEMENT, THE PARTIES HEREBY SPECIFICALLY AND KNOWINGLY WAIVE ANY RIGHTS THAT EITHER PARTY MIGHT HAVE TO DEMAND A JURY TRIAL.

EXCLUSIVE GOVERNING LAW AND EXCLUSIVE JURISDICTION: IF THE RIGHT TO SEEK ARBITRATION IS FOR ANY REASON WAIVED BY BOTH PARTIES, THIS AGREEMENT AND ANY ACTIONS AND PROCEEDINGS BROUGHT HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES. ANY ACTION OR LEGAL PROCEEDING TO ENFORCE ANY PROVISION OF, OR BASED ON ANY RIGHT ARISING OUT OF, THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE NORTHERN DISTRICT OF THE COMMONWEALTH OF MASSACHUSETTS, COUNTY OF ESSEX, OR, IF IT HAS OR CAN ACQUIRE JURISDICTION, IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF THE COMMONWEALTH OF MASSACHUSETTS, AND ALL OF THE PARTIES HERETO HEREBY CONSENT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS AND OF THE APPROPRIATE APPELLATE COURTS IN ANY SUCH ACTION OR LEGAL PROCEEDING AND WAIVE ANY OBJECTION TO VENUE OR JURISDICTION IN CONNECTION THEREWITH.

Emergency Contact 1 : _____ (H) (____) _____ (W) (____) _____

Emergency Contact 2 : _____ (H) (____) _____ (W) (____) _____

PARENT/GUARDIAN 1 (Required if trip participant not 18 years old now)

Signature: _____ Date: ____/____/____

Print Name: _____

Address: _____

PARENT/GUARDIAN 2 (Required if trip participant is not 18 years old now)

Signature: _____ Date: ____/____/____

Print Name: _____

Address: _____

Mail, Fax or Scan and email to:
GRADCITY.COM, 8 Essex Center Drive, Peabody, MA 01960
Fax: 978.573.2069
CustomerCare@GradCity.com
ATTN.: Ski Medical Release

Questions? Call 1-877-GRADCITY (472-3248)
