

**MT. SHASTA SKI PARK 2023/2024 Season Pass/Snow Tubing Pass
Conditions of Issuance**

I understand that this season pass / snow tubing pass ("Pass") is for my use and enjoyment, but its use is also a revocable privilege. As a condition of holding this Pass and as consideration for being permitted to use the facilities of Mt. Shasta Ski Park, **I understand and agree for myself and my Child to the following provisions:**

1. I understand that I must have my Pass with me to be entitled to use the lifts and participate in winter sports and other activities at this resort. If I forget my Pass, Mt. Shasta Ski Park will issue one complimentary daily lift ticket, per season, per pass holder. This ticket is for the pass holder's use only. After that, I will be required to pay the full price of a daily lift ticket. This policy may be changed or revoked at any time.
2. I understand that if I lose my Pass, I must report it immediately. I will be allowed one "Replacement Pass" for \$50 or the cost of the original Pass, whichever is less. There will be a 7-day waiting period to receive this "Replacement Pass". If the Pass is lost a second time, the pass holder may re-purchase a Pass at the original purchase price.
3. **I understand that Season Passes are Non-transferable, Non-refundable and Non-assignable, except as indicated below:**

We will transfer your current year's Pass to another person for a \$50 processing fee as long as your Pass has NOT yet been issued. This request must be in writing and authorized by original Pass holder, and any required documentation included. (The Pass holder must complete and sign authorization, and the recipient must take the authorization directly to the mountain with photo identification). A Pass holder who is injured in the 2023/2024 season may qualify to purchase a discounted pass for the 2024/2025 season. Issued passes may be applied to the next season due to pregnancy and restricted medical conditions, including injuries that prevent Pass use for at least 30 consecutive days. The pass holder must request discount in writing with a letter from a physician documenting the restricted medical reason. Issued passes **MUST BE RETURNED** before discount can be approved. Refunds, application of Pass to following season, and discounts are at the sole discretion of Mt. Shasta Ski Park and will be based on the below pro-rated schedule, depending on when the request is received:

December: May allow you to purchase a 2024/2025 season pass for \$50 fee
January: May allow you to purchase a 2024/2025 season pass for \$75 fee
February: May allow you to purchase a 2024/2025 season pass for \$100 fee
March/April: NO DISCOUNT AVAILABLE
(An individual on a Family Pass will be calculated as above.)

Notification of injury MUST be received prior to end of 2023/2024 Season to be eligible for Pass credit. Pass credit is good for the 2024/2025 Season ONLY and for injured Pass holder ONLY. Credit MAY NOT be applied to another individual.

4. I understand that the Pass is valid for the 2023/2024 season, as long as the lifts are in operation, and that Mt. Shasta Ski Park does NOT guarantee snow conditions or number of usable days in the season. I understand that I am NOT entitled to any refund or credit due to snow or weather conditions, government restrictions or stay-at-home orders, or lack of use. I understand that the length and/or duration of the ski season shall be at the sole discretion of the Mt. Shasta Ski Park and that Mt. Shasta Ski Park retains the right to change the schedule of operations without notice.
5. I understand that Mt. Shasta Ski Park may photograph the Activities and may use and print photographs and any other form of media material of me or my likeness or my Child for promotional, informational and educational purposes, without compensation to me or my Child. This use includes, but is not limited to, Mt. Shasta Ski Park publications and newsletters, newspaper articles, advertising material, web listings, websites, social media, and all other media.
6. I understand that my season pass is the property of Mt. Shasta Ski Park and is non-transferable, non-assignable, and non-refundable. I will not let any other person use this Pass or its privileges, and if I do, Mt. Shasta Ski Park will revoke and terminate the Pass immediately without refund. I understand that use of my Pass by anyone other than me shall constitute fraud and may result in criminal prosecution under California Penal Code 537.
7. If Mt. Shasta Ski Park management determines in its sole discretion that my behavior on the premises is not in accordance with Your Responsibility Code and/or California Penal Code (including entering a closed area, a violation of Cal. Penal Code §602(r)) or is otherwise considered misconduct, management may revoke my Pass without reimbursement.

I acknowledge that I have read and understand this document and am accepting and will be bound by all its terms.

**PLEASE READ BOTH PAGES OF THIS AGREEMENT, ENTER ALL INFORMATION AND SIGN THE BOTTOM OF THE
SECOND PAGE.**

RETURN ONLY THE COMPLETED AND SIGNED SECOND PAGE

BY EMAIL to tickets@skipark.com , OR IN PERSON WHEN PASS IS ISSUED.

MT. SHASTA SKI PARK 2023/2024 SEASON PASS/SNOW TUBING PASS
LIABILITY RELEASE, ACKNOWLEDGMENT OF RISKS AND HAZARDS, AND AGREEMENT NOT TO SUE
READ CAREFULLY BEFORE SIGNING – THIS LIMITS MT. SHASTA SKI PARK’S LIABILITY AND YOUR LEGAL RIGHTS

I or my child (“Participant”) may voluntarily choose to participate in sports and recreational activities offered at or near the premises of Mt. Shasta Ski Park, including but not limited to skiing, snowboarding, snow tubing, other winter sports, the use of aerial and surface lifts, the use of over-the-snow transportation, and all other recreational activities (collectively the “Activities”). Participant may voluntarily choose to use the facilities at Mt. Shasta Ski Park, including but not limited to the base area, parking lots, walkways, buildings, transportation, instruction, and participating in the Activities on and outside the premises and ski area boundary of Mt. Shasta Ski Park (“Use of the Facilities”). I understand that participation in the Activities and Use of the Facilities pose inherent and other risks of **INJURY** and **DEATH** to Participant. In consideration for and in connection with obtaining a season pass and/or snow tubing pass, I hereby execute this Liability Release, Acknowledgement of Risks and Hazards, and Agreement Not to Sue (the “Agreement”) on behalf of myself and my children identified below.

I understand that the risks associated with the Activities and Use of the Facilities are too numerous to list, but they include risks posed by variations in terrain and snow conditions; surface and subsurface snow conditions; icy or firm snow; marked or unmarked obstacles; thin snow cover and bare spots; moguls; forest growth and debris; stumps; erosion control devices; rocks, rock outcroppings, and cliffs; steep terrain; deep snow; avalanches; and other hazards. I understand that risks associated with the Activities also include loss of balance; loss of control; falling; sliding; collisions with other participants or spectators; use of terrain parks including jumps and other features; and collisions with natural and man-made objects (marked or not, padded or not) including but not limited to trees, rocks, fences, posts, buildings, lift towers, snowmaking equipment, snowmobiles, snow grooming equipment, and other over-snow vehicles; and negligence on the part of other participants and staff. Other risks to Participant include risks associated with participating in instruction, lessons, races, and special events; use of lifts and mountain transportation including riding on or behind over-snow vehicles; slip/trip and falls; and traveling beyond the ski area boundary. I acknowledge that it is my responsibility to assess whether Participant has the physical dexterity and knowledge to safely load, ride, and unload lifts and other mountain transportation. I acknowledge that it is Participant’s responsibility to comply with Your Responsibility Code, and that Participant’s pass may be revoked for inappropriate behavior. Despite the inherent and other risks involved, and in consideration for the right of Participant to participate in the Activities and Use of the Facilities, **I AGREE TO EXPRESSLY ASSUME ALL RISKS OF INJURY OR DEATH** that may be associated with Participant’s participation in the Activities and Use of the Facilities.

As consideration for being permitted to participate in the Activities and Use of the Facilities, and despite the inherent and other risks involved, **I AGREE TO RELEASE FROM ANY LEGAL LIABILITY AND AGREE NEVER TO SUE** Mt. Shasta Ski Park, Wintun Development Company, and each of their affiliates, owners, investors, officers, directors, managing agents, employees, agents, volunteers, sponsors, contractors, landowners, and all affiliated persons and companies (collectively, “Mt. Shasta Ski Park”) for injury or death resulting from Participant’s participation in the Activities and Use of the Facilities, regardless of the cause, to the fullest extent allowed by law, including the alleged **NEGLIGENCE** of Mt. Shasta Ski Park.

I UNDERSTAND THAT THIS IS A RELEASE OF LIABILITY that will apply on all occasions when Participant engages in the Activities or Use of the Facilities. I understand that this Agreement will prevent me, my child, and our heirs or representatives from filing suit or making any claim for damages in the event of injury or death arising from our participation in the Activities or Use of the Facilities. Additionally, in the event that Participant, Participant’s heir or legal representative, or any third party files a claim or lawsuit arising out of Participant’s participation in the Activities or Use of the Facilities, **I AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS** Mt. Shasta Ski Park for any claims, lawsuits, damages, attorneys’ fees, costs, or judgments arising out of such a claim. I enter into this Agreement freely and voluntarily and agree that it is binding on Participant, me, my child, our heirs, assigns, and legal representatives, and any other person acting on my or our behalf. 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 this Agreement. In the event that I execute this Agreement on behalf of another person, and that person brings a claim against Mt. Shasta Ski Park, **I AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS** Mt. Shasta Ski Park with respect to that claim as fully set forth above.

For Participants under 18 Years Old: As parent or legal guardian of the children named below (each, the “Child”), I have authority to enter into this agreement on behalf of the Child. I have read and understand this document and am signing it on behalf of the Child, and acknowledge that the Child and I will be bound by all its terms.

Print **MINOR** Pass Holder’s Name

Print **MINOR** Pass Holder’s Name

I HAVE CAREFULLY READ THIS DOCUMENT, FULLY UNDERSTAND ITS CONTENTS, ACCEPT IT, AND AGREE TO BE BOUND BY ITS TERMS.

Participant / Pass Holder’s Name

Signature

Date

Participant / Pass Holder’s Name

Signature

Date