

MT. SHASTA SKI PARK 2019/2020 Season Pass
Liability Release, Acknowledgement of Risks and Hazards, and Agreement Not To Sue

PLEASE READ CAREFULLY, THIS IS A LEGAL DOCUMENT.

WARNING: Use of Mt. Shasta Ski Park premises, facilities and/or equipment, including skiing, snowboarding, snow tubing, other recreational activities and the use of aerial and surface lifts, are HAZARDOUS. Falls and injuries are a common occurrence and you must keep deliberate and conscious control of your physical body, while properly using your equipment, both on the ground and in the air, in variable weather and other conditions. Ski, ride, snow tube and participate in these activities only within your own ability. Your safety and that of others is directly affected by your judgment in the severe elements of mountain and forest terrain. Be alert to all risks, hazards and dangers at these resorts, including but not limited to: variations in steepness or terrain (whether natural or as a result of slope design snowmaking or grooming operations), including but not limited to jumps, roads and catwalks or other man-made or natural terrain modifications and features including terrain parks, elements and half-pipes; surface or subsurface snow or ice conditions (whether natural or machine-made); bare spots; rocks, trees, stumps and other forms of forest growth or debris; lift towers, surface lift, magic carpet conveyors and components thereof and other ski area components including lights, fences, posts and signs, (all of the foregoing whether above or below snow surface); pole lines and plainly marked or visible snowmaking equipment, other equipment, vehicles and machines including snowmobiles and snow cats; collisions with other participants or other persons (whether as a result of failure to ski, ride, snow tube or participate in these activities within their own ability or otherwise) or collisions with any of the risks included in this paragraph (whether natural or man-made). Other risks include risks associated with participating in lessons, races and special events, using mountain transportation, slip/trip and falls, being hit by snow or other objects, being on the premises at Mt. Shasta Ski Park (whether indoors or outdoors) and going beyond the ski area boundaries.

1. In consideration of the issuance of a 2019/2020 Mt. Shasta Ski Park Season Pass, and/or snow tubing pass, to the fullest extent allowable by law, I agree for myself and any below-named minor to RELEASE, INDEMNIFY, DEFEND and HOLD HARMLESS Mt. Shasta Ski Park, its parent, subsidiary and affiliated companies, and their respective agents, officers, directors, owners, contractors, volunteers, employees and insurers (collectively, the "released parties") from any and all claims, I might bring as a result of physical injury, including death, or property damage sustained in connection with my use of the Released Parties' facilities INCLUDING CLAIMS BASED ON NEGLIGENCE OR BREACH OF WARRANTY. I expressly understand that the Released Parties are not responsible for their failure to use reasonable care in any way. I am fully aware of and freely and expressly assume and accept all risks, hazards and dangers associated with using the Released Parties' facilities and am fully responsible for any and all damage or injury (including medical bills) of any kind that may result from my use of the Released Parties' facilities. I promise not to bring a claim against or sue the Released Parties for any matter relating to my presence at, or use of the Released Parties' facilities and agree that if anyone is physically injured or property is damaged while I am using the Released Parties facilities, I will have no right to make a claim or file a lawsuit against the Released Parties. I also agree to indemnify and defend the Released Parties for any and all claims, including subrogation and/or derivative claims, brought by any third party or insurer, for injury or damage arising from my use of the Pass and /or presence at Mt. Shasta Ski Park.

2. I agree and understand that participation in skiing, snowboarding, snow tubing or other recreational events (hereinafter referred to as "the Activity"), involve risk of serious injury, including permanent disability, death and/or other losses, both to me and/or the below-named minor. I further understand that these injuries and losses might result not only from my actions, and/or the actions of the below-named minor, but the actions and negligence of others and might occur both during the preparation for and participation in the Activity.

3. I agree to refrain from reckless skiing, riding, snow tubing or participating in these activities or other misconduct and generally observe "Your Responsibility Code" and other codes of conduct in effect at the resort, acknowledging that my Pass may be revoked without refund for inappropriate behavior.

4. This document supersedes any other agreements or representations by or between the parties and is governed by the laws of the State of California. I agree that exclusive jurisdiction and venue for any legal action shall be in the courts of Siskiyou County, California, and no other and such courts have personal jurisdiction. If any part of this agreement is determined to be unenforceable, all other parts shall still be given full force and effect.

5. I understand that permission to use the Released Parties' equipment, trail system, facilities and premises is being given to the undersigned participant in exchange for the execution of this Liability Release and Agreement Not to Sue. I have read and fully understand the above paragraphs. I understand that this is a RELEASE OF LIABILITY which will legally prevent me or any other person from filing suit or making a claim for damages in the event of personal injury, death or property damage. I freely and voluntarily enter into this agreement. I have made no misrepresentations to Releases regarding my name, age, or medical condition. I intend this document to be interpreted as broadly as permissible by California law.

For Participants under 18 Years Old: As parent or guardian of the children named below (each, the "Child"), I have authority to enter into this agreement on behalf of the Child. I agree to be responsible for any and all medical bills incurred by my child, indemnify, defend and hold harmless the Released Parties for any and all claims whatsoever brought by the Child, and all claims whatsoever brought by any third party, arising in connection with the Child. I acknowledge that I have read and understand this document and am signing it on behalf of the Child, and that the Child and I will be bound by all its terms.

Print MINOR Pass Holder's Name

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

Head of Household / Pass Holder's Name

Signature

Date

Head of Household / Pass Holder's Name

Signature

Date

**MT. SHASTA SKI PARK 2019/2020 Season Pass
Conditions of Issuance and Agreement**

I understand that this season pass ("Pass") is for my use and enjoyment, but it is also a revocable privilege. As a condition of holding this Pass and in return for being permitted to use the facilities of Mt. Shasta Ski Park, **I understand and agree for myself or my child (children), to the following provisions:**

1. I understand that I must have my Pass with me to be entitled to use the lifts and ski/snowboard 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 been issued. This request must be in writing and authorized by original pass holder and any required documentation included. (Pass holder writes and signs authorization and recipient takes directly to mountain with photo identification). If you are injured, you may qualify to purchase a discounted pass for the 2020/2021 season only. 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 and discounts are at the sole discretion of Mt. Shasta Ski Park and will be based on the below pro-rated schedule:

December: Allows you to purchase a 2020/2021 season pass for \$50 fee
January: Allows you to purchase a 2020/2021 season pass for \$75 fee
February: Allows you to purchase a 2020/2021 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 2019/2020 Season to be eligible for Pass credit. Pass credit is good for the 2019/2020 Season ONLY and for injured Pass holder ONLY. Credit MAY NOT be applied to another individual.

4. This Pass is valid for the 2019/2020 season, as long as the lifts are in operation. I understand Mt. Shasta Ski Park does NOT guarantee snow conditions or number of usable days in the season. I am NOT entitled to any refund or credit due to snow, wind or weather conditions. I understand no credits shall be issued for unused season passes; that the length and/or duration of the ski season shall be at the sole discretion of the Mt. Shasta Ski Park and shall be determined by snow, weather and/or market conditions. Mt. Shasta Ski Park retains the right to change the schedule of operations without notice.
5. This release authorizes Mt. Shasta Ski Park to use and print photographs and any other form of media material of me or my likeness or my child (children), for promotional, informational and educational purposes. This use includes but is not limited to, Mt. Shasta Ski Park publications and newsletters, newspaper articles, advertising material, web listings, websites, social media, etc.
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(b).
7. If Mt. Shasta Ski Park management determines that my behavior, while on or using any of Mt. Shasta Ski Park's premises, is not in accordance with the Responsibility Code and/or California Penal Code (Skiing/Riding within or entering a CLOSED area [PC 602(r)]) or is 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 FAX TO: (530) 926-8607,

BY EMAIL to thinksnow@skipark.com

OR IN PERSON WHEN PASS IS ISSUED.