

## 2011/2012 Season Pass - Terms & Conditions of Use

1. Season Passes MUST BE VISIBLE to lift attendants, ticket sellers, or any resort personnel at all times.
2. Season Passes are ONLY for the use of the Pass holder and CAN NOT be used by or transferred to another person.
3. Unlimited Season Passes are valid any day the designated resort is open for skiing/riding during the **2011/2012** winter season. Classic and US Military passes are not valid **December 26-31, 2011, January 14-15, 2012** and **February 18-20, 2012**. Midweek passes are not valid on Saturdays & Sundays and **December 26-31, 2011, and February 20-24, 2012**. All multi-resort passes are valid only at those designated resorts that are owned by Peak Resorts Inc. In the event of the sale or transfer of any resort, Peak Resorts Inc. reserves the right to terminate the acceptance of multi-resort passes at the transferred resort.
4. Season Passes must be paid in full and the Express Acceptance of Risks, Release, Indemnification & Forum Selection Agreement form must be signed or accepted on-line, before actual passes will be issued.
5. **There will be a \$25 administrative fee to replace any lost or stolen passes.**
6. **Season Passes are non-refundable, non-transferable and not for resale.**
7. All lift privileges granted hereby shall terminate immediately if the Season Pass is used by other than the person named thereon. Season Passes are non-transferable.
8. All Season Pass holders are expected to observe certain rules and policies. Any of the following violations may be grounds for total revocation of lift privileges without any refunds:
  - Skiing or snowboarding too fast or recklessly as to endanger others.
  - Skiing or snowboarding beyond Closed Area signs or beyond Area Boundary signs.
  - Leaving a scene of an accident in which you are involved without identifying yourself to ski area staff.
  - Jumping out of lift chairs.
  - Engaging in abusive or rude language and/or behavior on Peak Resorts, Inc. premises.
  - Engaging in activities for monetary gain that directly compete with the business of Peak Resorts, Inc.'s resorts while on a Peak Resorts, Inc. resort premises, including, but not limited to, the resale of ticket products.
  - Any other activities that Peak Resorts, Inc. deems inappropriate.
9. Season Passes are based on the age of the Season Pass holder at time of purchase and proof of age is required.
10. To qualify for a Higher Education Season Pass the applicant must be a full-time college student (12+ credits per semester). In addition, all applicants must provide a valid picture ID and an original signed letter from the Registrar or Bursar's office, embossed with the school seal, stating full-time status for the **Winter 2012** semester. Applicants must sign a Verification of Status Form authorizing their college to release information sufficient to verify applicants' full-time status. **STUDENT ID ALONE IS NOT ACCEPTABLE.**

### 'YOUR RESPONSIBILITY CODE'

Skiing and snowboarding can be enjoyed in many ways. At ski areas you may see people using alpine, snowboard, telemark, cross-country, or other specialized ski equipment, such as that used by disabled or other skiers. Regardless of how you decide to enjoy the slopes, always show courtesy to others and be aware that there are elements of risk in skiing that common sense and personal awareness can help reduce. Observe the code listed below and share with other skiers the responsibility for a great skiing experience.

1. Always stay in control, and be able to stop or avoid other people and objects.
2. People ahead of you have the right of way; it is your responsibility to avoid them.
3. You must not stop where you obstruct a trail, or are not visible from above.
4. Whenever starting downhill or merging into a trail, look uphill and yield to others.
5. Always use devices to help prevent runaway equipment.
6. Observe all posted signs and warnings. Keep off closed trails and out of closed areas.
7. Prior to using any lift, you must have the knowledge and ability to load, ride and unload safely.

### KNOW THE CODE. IT'S YOUR RESPONSIBILITY.

*This is a partial list. Be safety conscious. Officially endorsed by: National Ski Areas Association.*

**Express Acceptance of Risks, Indemnification & Forum Selection Agreement**  
(PLEASE READ CAREFULLY)

**WARNING:** All forms of alpine activities such as skiing, and snowboarding including the use of lifts, are hazardous. Falls and injuries are a common occurrence therefore requiring the deliberate and conscience control of your physical body through proper use of alpine equipment in relation to ever-changing variables and dangers. Safety is directly affected by your judgment in the severe elements of rough, high mountain forest terrain. Participate in alpine activities only within your ability level.

**INHERENT RISKS:** Be alert to continually changing weather, visibility and surface conditions and other inherent risks including, but not limited to existing and changing snow conditions, such as ice, hardpack, powder, packed powder, slush, granular, corn, crust, cut-up and machine-made snow; surface or subsurface conditions, such as dirt, grass, bare spots, forest growth, rocks, stumps, trees and other natural objects and collisions with or falls resulting from such natural objects; lift towers and components thereof; lights, signs, posts, fences, mazes or enclosures; hydrants, water or air pipes (all the foregoing whether above or below the snow surface), snowmaking or snow grooming equipment; marked or lighted trail maintenance vehicles or snowmobiles; other man-made structures or objects and their components, and collisions with or falls resulting from such man-made objects; variations in steepness of terrain, whether natural or as a result of slope design; snowmaking or snow grooming operations, including but not limited to ski jumps, roads and catwalks or other man-made or natural terrain modifications and features such as those found in terrain parks; the presence of and collisions with others; and the failure of others to participate in alpine activities safely, in control or within their own ability. I agree that these are both obvious and necessary to these alpine activities.

As a condition of being permitted to use the ski area premises as a season pass holder, I hereby Promise Not to Sue whichever ski area this pass is used including Mount Snow Ltd., Crotched Mountain, Attitash, Jack Frost Ski Resort, Big Boulder Ski Resort, Wildcat Mountain (or any other ski area where this pass is valid), and Peak Resorts Inc., their owners, affiliates, employees and agents (hereinafter the Ski Area), as I freely and voluntarily accept all risks of injury, death or property damage occurring thereon from the inherent risks such as those listed above or those that can reasonably be inferred therefrom.

**RELEASE/INDEMNIFICATION:** I further agree to **Release, Hold Harmless and Indemnify** the Ski Areas from any and all liability for personal injury including death, and property damage from any alleged negligence in the operation, maintenance or design of the Ski Areas and any other inherent risks of these alpine activities, such as those listed above, and from my participation in alpine activities at the Ski Areas. **I accept for myself the full responsibility for any and all such damage or injury of any kind that may result from my actions.**

**FORUM SELECTION**

**I further agree that any claim that I may at any time bring for any reason against the Ski Areas, shall be submitted to the jurisdiction of the State or Federal Court in the State in which the Ski Area is located and no other jurisdiction and shall be governed by the laws of that State.**

I agree that if any portion of this agreement is determined to be unenforceable by a court of law all other parts shall remain in full force and effect and that the above provisions shall be binding upon my heirs and assigns. I understand and agree that this document may be used by the Ski Area to defend any claim I may bring for injuries sustained as a result of my participation in and caused by the inherent risks of alpine activities.

I agree (1) to visibly display the season pass when boarding lifts; (2) to present the season pass to any authorized representative or management upon request; (3) to refrain from misconduct or reckless skiing or riding; and (4) to be the sole user of my season pass and to not allow or transfer use to another person, acknowledging that the season pass may be revoked without refund.

The Season Pass is valid through the end of the **2011-2012 ski season**. All multi-resort passes are valid only at those designated resorts, which are owned by Peak Resorts Inc.

**MINORS-** As a parent/guardian with legal responsibility of the minor passholder(s) named below, I represent that I am authorized to sign this agreement for the minor child. I consent and agree that I, for myself, and for the said minor passholder(s) to be bound by this Express Acceptance of Risks, Release Indemnification & Forum Selection Agreement as I hereby indemnify the Ski Areas, for awards, legal expenses and settlements arising out of the child's participation in alpine activities at the Ski Areas resulting from any alleged negligence by the Ski Areas in the operation, maintenance or design of the Ski Areas and any other conditions of the Ski Areas' premises.

**Must be agreed to and signed to process order**

1. _____ Pass holder's Name (please print)	_____ Pass holder's Signature	_____ Date
2. _____ Pass holder's Name (please print)	_____ Pass holder's Signature	_____ Date
3. _____ Pass holder's Name (please print)	_____ Pass holder's Signature	_____ Date
4. _____ Pass holder's Name (please print)	_____ Pass holder's Signature	_____ Date
_____ Name of Parent or Guardian if pass Holder is under 18 (please print)	_____ Signature of Parent or Guardian if pass holder is under 18	_____ Date