

2010-2011 Winter Season Pass Liability Release Agreement

PLEASE READ CAREFULLY BEFORE SIGNING

Passholder's Legal Name:

Last

First

MI

Date of Birth:

Preferred Name on Pass

ALL PASSES ARE NONTRANSFERABLE. THE USE BY ANYONE OTHER THAN THE PASSHOLDER SHALL CONSTITUTE FRAUD AND WILL RESULT IN THE IMMEDIATE LOSS OF ALL LIFT AND SKIING/RIDING PRIVILEGES WITHOUT COMPENSATION AND MAY RESULT IN CRIMINAL PROSECUTION. PASS MUST BE IN PASSHOLDER'S POSSESSION DURING USE.

RELEASE OF LIABILITY

I understand that participating in winter sports activities and/or other recreational activities, including but not limited to skiing, snowboarding, hiking, riding chair lifts and all other snow sports (collectively and hereafter "ACTIVITIES") at Kirkwood Mountain Resort (hereafter "KMR") involve inherent and other risks of **INJURY and DEATH**. In consideration for being permitted to participate in the ACTIVITIES, I voluntarily agree to expressly assume all risks of injury or death that may result from the condition of the premises at KMR of the conduct of any person at any time at KMR. I understand that it is my sole responsibility to preview courses, trails, features and all aspects of the terrain over which I will be participating in the ACTIVITIES. I am solely the best judge of my ability to perform ACTIVITIES on any terrain at KMR.

If I am signing this Liability Release Agreement for a minor for whom I am a parent or legal guardian, then I understand that I am entering into this agreement on behalf of such minor as well as on my own behalf.

Snow Skates are allowed on Chairs 1, 5, 7, 9 and 11. Snow Bikes are allowed on Chairs 5 and 7 only.

I AGREE TO RELEASE Kirkwood Mountain Resort, LLC, all sponsors of and contributors in the ACTIVITIES, all equipment manufacturers and distributors, and their owners, parent companies, subsidiaries, affiliates, landowners, shops, officers, directors, employees, volunteer workers, agents, representatives, successors-in-interest, and assigns and their insurers (collectively "PROVIDERS") **from all liability for injury, death, and property loss and damage that results from the passholder's participation in ACTIVITIES at Kirkwood, including all liability which results from the NEGLIGENCE of PROVIDERS, or any other person or cause, to the fullest extent permitted by law.**

This release applies whether or not the injury, death or property loss or damage results from an activity involving use of the season pass selected above and extends to participation in all ACTIVITIES at any time at KMR.

I further agree to defend and indemnify PROVIDERS for any loss or damage arising from claims or lawsuits for personal injury, death, and property loss and damage related to participation in the ACTIVITIES, or any use of KMR.

I agree to conduct myself in accordance with Your Responsibility Code, to comply with the rules and policies of the ACTIVITIES and KMR, and to obey all signs and all instructions given by the ACTIVITIES supervisors and KMR staff. I accept for use **AS IS** any equipment provided to me.

I authorize any person connected with PROVIDERS or the ACTIVITIES to administer first aid to me, as they deem necessary. I authorize medical and surgical care and transportation to a medical facility or hospital for treatment necessary for my well being, at my expense.

I agree that any and all photographs, videos, motion pictures, movies or television coverage of me taken or made at any time during, by, or in connection with the ACTIVITIES, or any reproduction, likeness or resemblance of the same, in any and every form, style, size, color, as well as my name, may in manner be used, published, displayed, dealt in, and copyrighted by PROVIDERS and/or their successors and assigns, or by any other person or business entity authorized by PROVIDERS, without any restriction of limitation whatsoever, for the marketing and promotion of future ACTIVITIES and PROVIDERS.

This agreement is binding upon the passholder's heirs, executors, administrators, and assigns. I acknowledge that this agreement is governed by the applicable laws of the State of California. I further agree that any action involving parties or issues relating to or arising out of this agreement must be instituted and prosecuted in the Superior court for Alpine County, California. If any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in effect.

I understand that **INVERTED AERIALS OR SOMERSAULTS** are not recommended at KMR. Initial _____

I HAVE READ, UNDERSTAND, AND VOLUNTARILY AGREE THAT THIS IS A RELEASE OF LIABILITY ON MY OWN BEHALF AND ON BEHALF OF ANY MINOR NAMED HEREIN.

Passholder Signature: _____

Date: _____

Parent/guardian: If passholder is a minor, I verify that I am the parent or guardian of the minor, and I have authority to enter into this agreement and release liability on behalf of the minor.

Parent/Guardian's Name: (Please Print) _____

Last

First

MI

Parent/guardian's Signature: _____

Date: _____

For Office Use Only

Last Name: _____ Pass #: _____

Date Printed: _____ Picked-up: _____

TK:

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PLEASE READ CAREFULLY YOUR RESPONSIBILITY CODE

YOU ARE RESPONSIBLE: Skiing can be enjoyed in many ways. At ski areas you may see people using alpine, snowboard, telemark, cross country and 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 or 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 IS YOUR RESPONSIBILITY

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

WARNING: A passenger who uses a lift shall be presumed to have sufficient ability or physical dexterity to negotiate the lift. Each passenger shall maintain control of speed and course as the passenger loads or unloads the lift. A passenger shall get on and off a lift only at the designated area. No passenger shall embark without first understanding proper loading, riding and unloading procedures.

OUT OF BOUNDS POLICY

I understand that certain areas of KMR are closed from time to time for safety reasons. Signs are posted to make you aware of these closures.

It is unlawful to ski/snowboard within a closed area per CA State Penal Code 602(r). I understand that failure to comply with this law may result in my arrest. My pass will be revoked for skiing out of bounds. **THE MINIMUM PENALTY IS LOSS OF PASS FOR THE REMAINDER OF THE SEASON.** It is my responsibility to be aware of closed areas. I understand that no excuse will be accepted for skiing/snowboarding in closed areas. I agree to surrender my pass to Ski Patrol upon demand if I violate these provisions.

BEHAVIOR POLICY

Kirkwood has a policy of zero tolerance toward guests who use drugs on KMR property, use foul language around other guests, verbally or physically abuse KMR employees, or violate certain rules pertaining to on-premise dogs. This policy shall apply to all season passholders and day ticket users.

Illegal **DRUG USE** by KMR guests is not only a violation of the law, but is also extremely offensive to our employees and other guests. Drug use on KMR property and its facilities will not be tolerated. **FOUL LANGUAGE AND PHYSICAL OR VERBAL ABUSE** of KMR employees also will not be tolerated. Guests who violate these principles of common decency will be removed from the premises, forfeit their season pass for at least two weeks, and/or be subject to arrest. Repeat violators will lose their ski pass for the season.

KMR has instituted **SMOKE-FREE Zones** and requests guest and employees refrain from smoking in liftlines, outdoor dining areas and the commons.

UNLEASHED DOGS are not permitted on KMR property or facilities. Violators of the dog policy will be subject to forfeiture of their ski pass for at least two weeks.

Kirkwood's zero tolerance Behavior Policy has been adopted only to make the ski experience at Kirkwood as enjoyable as possible for all of our guests. Your cooperation is appreciated.

FORGOTTEN AND LOST SEASON PASS POLICY

If a passholder forgets to bring their pass, the passholder may buy a discount ticket. If a passholder loses the pass for any reason or the pass is stolen, the passholder may purchase **one** replacement pass for a \$50.00 fee. Any additional replacements must be purchased at the original purchase price of the pass.

Terms and Conditions

ALL SEASON PASS SALES ARE FINAL. Season Passes are NON-REFUNDABLE, NON-TRANSFERABLE, and MAY NOT BE RESOLD. If you cannot use your pass due to lack of snow, medical reasons (injury or illness), pregnancy, divorce, moving away or any other reason, **YOU WILL NOT RECEIVE A REFUND, EVEN IF THE PASS IS NEVER PICKED UP OR USED. NO EXCEPTIONS WILL BE MADE.**

Season Pass Insurance is available to protect your investment in a season pass. This coverage reimburses you for the value of the unused portion of your season pass if covered medical reasons (injury or illness) prevent you from using it. The cost is 6% of your pass price (\$10 minimum). Complete details of coverage are available upon request. If a college pass is purchased, proof of enrollment must be presented for the time frame that the college pass is valid.

I understand and agree to abide by the NSAA Your Responsibility Code, the Out of Bounds Skier/Snowboarder Policy, the Behavior Policy and the Forgotten and Lost Season Pass Policy. I agree to surrender my pass to KMR personnel upon request if I violate any of the above policies or any other rules or policies of KMR. **I understand if my pass is revoked, for whatever reason, I will not be able to purchase a discounted pass in the future.**

Passholder Signature: _____

Date: _____

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Parent/Guardian Signature: _____

Date: _____

Please be aware of the boundary signs posted at the bottom of lifts and areas around the resort. These signs are posted for your safety and the safety of others. The area beyond these boundaries points are not within the ski area's permitted area. From time to time access is permitted beyond the ski area boundary.

Remember to check signs either at the bottom or top of Chairs 2,4,6 and 10. **Initial**_____

All Liability Release Forms can be faxed or mailed to Kirkwood Mountain Resort.
P.O. Box 1
Attn: Season Pass Office
Kirkwood Meadows Drive
Kirkwood, CA 95646
Fax: (209) 258-4437