

SEASON PASS TERMS & CONDITIONS CONTRACT AND RELEASE OF LIABILITY

PLEASE READ CAREFULLY! THIS IS A RELEASE OF LIABILITY AND A WAIVER OF CERTAIN LEGAL RIGHTS.

THE PURCHASER, HOLDER AND/OR USER OF THIS PASS OR ANY PERSON NAMED ON THIS PASS APPLICATION ("PARTICIPANT") UNDERSTANDS THAT SKIING, SNOWBOARDING AND OTHER WINTER ACTIVITIES ("SKIING") CAN BE HAZARDOUS AND THAT INJURIES ARE COMMON WHEN PARTICIPATING IN SUCH ACTIVITIES. PARTICIPANT ACCEPTS AND ASSUMES THE RISKS ASSOCIATED WITH SKIING, INCLUDING, BUT NOT LIMITED TO, CHANGING WEATHER CONDITIONS, VARIATIONS OR STEEPNESS IN TERRAIN, TERRAIN FEATURES AND PARKS, SNOW OR ICE CONDITIONS, SURFACE OR SUBSURFACE CONDITIONS, BARE SPOTS, CREEKS AND GULLIES, FOREST GROWTH, ROCKS, STUMPS, THE USE OF LIFTS, COLLISIONS WITH NATURAL OR MANMADE OBJECTS OR OTHER PERSONS, AVALANCHES, SNOW IMMERSION, EQUIPMENT FAILURE, NO OR DELAYED FIRST AID RESCUE, GROOMING AND SNOWMOBILE EQUIPMENT, LIFT TOWERS AND OTHER STRUCTURES AND THEIR COMPONENTS, FALLING, LOSS OF CONTROL, AND EXCEEDING ONE'S ABILITY. PARTICIPANT HEREBY FREELY AND EXPRESSLY ASSUMES ANY AND ALL RISK OF PROPERTY DAMAGE, INJURY AND DEATH ASSOCIATED WITH SKIING.

IN CONSIDERATION FOR LIFT ACCESS AND THE USE OF ANY OTHER AREA FACILITIES AND PREMISES, PARTICIPANT HEREBY AGREES TO RELEASE, HOLD HARMLESS, AND INDEMNIFY MT. ASHLAND ASSOCIATION, DBA MT. ASHLAND AND ITS OWNERS, PARTNERS, MEMBERS, EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, AFFILIATES, AND RELATED ENTITIES ("MT. ASHLAND") FROM ANY AND ALL CLAIMS BY OR ON BEHALF OF PARTICIPANT AGAINST MT. ASHLAND ARISING DIRECTLY OR INDIRECTLY OUT OF PARTICIPANT'S USE OF THIS PASS AND/OR THE AREA FACILITIES AND PREMISES. THIS RELEASE INCLUDES CLAIMS AND LIABILITIES ARISING FROM NEGLIGENCE ON THE PART OF MT. ASHLAND, BUT DOES NOT INCLUDE CLAIMS BASED UPON GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT. PARTICIPANT ALSO AGREES TO INDEMNIFY (INCLUDING COSTS AND ATTORNEY FEES) MT. ASHLAND FOR ANY CLAIM BROUGHT ON BEHALF OF ANY MINOR NAMED ON THIS SEASON PASS APPLICATION.

PARTICIPANT UNERSTANDS THAT, INSTEAD OF ENTERING INTO THIS AGREEMENT, PARTICIPANT MAY PURCHASE A DAY TICKET. PARTICIPANT IS FREE TO PARTICIPATE IN SKIING AT MT. ASHLAND WITHOUT USING ANY SKI AREA LIFTS OR UPHILL CONVEYANCES, SUBJECT TO ANY APPLICABLE RULES OF USE.

1. A Season Pass is a weather dependent product and is non-refundable, non-transferable and may not be rolled over from one season to the next. Use by any other person will result in forfeiture of the Season Pass. However we understand that unexpected circumstances can occur and exceptions will be made under limited circumstances. Pro-rated Season Pass refunds are given for: 1.) documented relocation out of the area or 2.) documented illness, injury, or pregnancy. All refund requests must be received by February 15th of the year the season pass in question is valid. All refunds are at the discretion of Mt. Ashland. A \$50 processing fee will be charged for all refund requests.
2. The undersigned agree(s) to abide by all federal, state, and ski area statutes, rules, regulations and closures including, but not limited to ORS 30.970 - 30.990 and "Your Responsibility Code"
3. There is a \$25.00 charge for the replacement of any lost Season Pass. The undersigned agree(s) to notify the ski area immediately if a Season Pass is lost. The ski area will issue one complimentary lift ticket, per season, per pass holder, if a Season Pass is forgotten. After that, a lift ticket must be purchased.
4. The Season Pass must be displayed in a manner that allows for easy checking or scanning by ski area employees.
5. Eligibility for an Adaptive Season Pass is within the sole discretion of the ski area and medical proof may be required.
6. Violation of any of these terms and conditions may result in suspension and/or revocation of a Season Pass. A Season Pass may be revoked without refund at any time for misconduct or nuisance caused by the Participant.

I/WE HAVE CAREFULLY READ THE FOREGOING AND UNDERSTAND WHAT IT MEANS.

Executed this _____ day of _____, 20____

Print name _____ Signature _____
(Signature of Parent or Legal Guardian required for minor(s))

Additional Passholder(s) – Please print:

Pass Holder name _____ Signature _____ age _____

Pass Holder name _____ Signature _____ age _____

Pass Holder name _____ Signature _____ age _____

Pass Holder name _____ Signature _____ age _____