

The Summit at Snoqualmie
2012/2013 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 *The Summit at Snoqualmie*®, *Crystal Mt.*, and other *Boyer USA* resorts, facilities, equipment and/or premises, hereafter "facilities", including but not limited to: skiing, snowboarding, use of snow-sliding devices, other recreational activities, and the use of aerial and surface lifts, is HAZARDOUS. Falls and injuries are a common occurrence and you must keep deliberate and conscious control, both on the ground and in the air, of your physical body while properly using your equipment in variable weather and other conditions. Ski, ride 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 terrain. Be alert to all risks, hazards and dangers at these resorts, including but not limited to: variations in terrain (including steepness and other variations, whether natural or as a result of slope or trail design), terrain parks (freestyle terrain, elements, features), 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 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 snowcats; collisions with other participants or persons (as a result of failure to ski, ride 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).

1. In consideration of being permitted to use *The Summit at Snoqualmie*®, *Crystal Mountain*, and other *Boyer USA* facilities, I agree to RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS Ski Lifts, Inc., Crystal Mountain Inc., Boyer USA, subsidiary and affiliated companies, the U.S. Forest Service, their respective agents, officers, directors, owners, contractors, volunteers, employees, insurers, and real and personal property owners (collectively, the "Releasees") from any and all claims I might bring as a result of physical injury, including death, or property damage sustained in connection with my or my child's use of *The Summit at Snoqualmie*®, *Crystal Mountain*, and other *Boyer USA* facilities INCLUDING CLAIMS BASED ON NEGLIGENCE OR BREACH OF WARRANTY. I am fully aware of and accept all risks, hazards and dangers associated with using the Releasees facilities and I am fully responsible for any and all damage or injury of any kind that may result from my or my child's use of the Releasees facilities. I promise not to bring a claim against or sue the Releasees and agree that if anyone is physically injured or property is damaged while I, or my child, am using the Releasees facilities, I will have no right to make a claim or file a lawsuit against the Releasees. I also agree to indemnify and defend the Releasees for any and all claims, including subrogation and/or derivative claims, brought by any third party or insurer, for injury or damage I and/or my child may cause.

2. Applicant(s) will be issued a Season Pass (hereafter, the "Pass") upon presentation of valid ID and proof of age. Applicant(s) agree to (a) visibly display the Pass when boarding lifts; (b) present the Pass to any *Summit at Snoqualmie* authorized representative upon request; and (c) refrain from reckless skiing, riding or participating in conduct that is not consistent with safe and prudent skiing/snowboarding, violates "Your Responsibility Code" or the law, acknowledging that the Pass may thereafter be forfeited without refund. This includes, but is not limited to, skiing/snowboarding in closed areas or beyond ski area boundaries. The Pass is **NOT refundable** and **NOT transferable**. Use of the pass by anyone other than the passholder is illegal and will result in forfeiture of the pass without refund, payment of restitution up to the maximum amount allowable by law, and may also result in criminal prosecution. If the Pass is lost, stolen, broken or unrecognizable you must pay a non-refundable fee of \$25 for any replacement pass. In all cases, your Pass privileges expire at the close of operations for the 2012/2013 winter season. The **BIG S L-T-D Pass** is invalid at Alpentel on weekends (Saturday/Sunday). The **BIG S Night Pass** is invalid before 4PM. Check website for night operating schedule. All Summit Gold Passholder benefits are restricted at Crystal Mountain, Washington 12/26/2012- 01/02/2013, 01/19/2013 – 01/21/2013 and expire at Crystal 4/14/2013. Such applicants understand that the Pass is invalid at these times and a daily lift ticket will need to be purchased.

3. If applicant/credit card holder has signed up for **Resort Charge** by indicating "yes" in the appropriate box for any particular individual listed, applicant/credit card holder acknowledges and accepts full responsibility and guarantees payment for all amounts charged by an individual listed, whether or not such use is authorized by applicant/credit card holder. Applicant agrees that Ski Lifts, Inc./The Summit at Snoqualmie® may pursue all avenues of collection, including the use of collection agencies and applicant authorizes Ski Lifts, Inc./The Summit at Snoqualmie® to prepare and submit charge slips using any of the charge cards listed on this application to recover all charges and other unpaid amounts due.

4. I hereby grant permission to the Releasees to use my and/or my child's image(s), picture or other likeness(es), (collectively, "Image"), whether video, digital or print, for commercial purposes or otherwise, without restriction as to frequency, duration or medium.

5. I authorize Releasees to administer first aid as they deem necessary. I authorize transportation to a medical facility, at my expense, if deemed necessary by Releasees. Further, in the case of serious illness or injury, if I cannot be reached, I give permission for treatment, including medical and/or surgical care necessary for the well-being of my child, at my expense. I agree that upon my or my child's transportation to any ambulance, aid/medic unit, medical facility, clinic, hospital, or personal vehicle the responsibility of the Releasees shall be totally fulfilled and the Releasees shall have no further responsibility. I understand that Releasees will attempt, to the best of their ability, to notify me as soon as possible in the event of an emergency.

6. This document is a legally binding contract and supersedes any other agreements or representations by or between the parties and is governed by the laws of the State of Washington. It shall be interpreted to provide as broad and inclusive a release of liability as is legally permissible, but it is not intended to assert any claims or defenses that are prohibited by law. I agree that exclusive jurisdiction and venue for any legal action against the Releasees shall be in the courts of King County, Washington, and such courts shall 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. **Season duration or frequency of use is NOT GUARANTEED due to WEATHER, SNOW CONDITIONS, or OPERATING SCHEDULE.**

I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, I UNDERSTAND ITS CONTENTS, AND I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I (OR THE MINOR CHILD) OTHERWISE MAY HAVE. I agree that this is a Release of Liability and Agreement Not to Sue, which will legally prevent me, or any other person, from filing suit or making any other claims for damages in the event of personal injury, death or property damage. I freely and voluntarily enter into this agreement. I understand that permission to use the resorts, their facilities, premises and equipment is being given to the undersigned participant (or parent/guardian) in exchange for the execution of this Liability Release and Agreement Not to Sue. I have made no misrepresentations to the Releasees regarding my, and/or my child's, name, age or any other information. This Liability Release and all its components shall survive and continue in full force and effect beyond the termination of the current season with respect to any liability, injury or damage occurring prior to such termination. **Signature required on reverse side of this form.**

Participant Under 18 Years of Age: As parent or guardian of the child named on this form (the "Child"), I have authority to enter into this agreement on behalf of the Child. I agree to indemnify, defend and hold harmless the Releasees 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 or which arise out of such Child's presence and/or activities on the Releasees premises. I acknowledge that I have read and understand this document and am executing it on behalf of the Child, and that the Child and I will be bound by all its terms. **For Passholders under 18 years of age, parent/guardian signatures are required.**

Printed Name _____ Passholder or
Parent/ Guardian Signature _____ Date _____
Please print legibly