

SIERRA SUMMIT SEASON PASS AGREEMENT

SIERRA SUMMIT ANYTIME SEASON PASS: This program entitles the holder to ski/board at anytime during the season. This Pass must be worn at all times that you ski/board at Sierra Summit and you will not receive a lift ticket in place of the pass.

1. I understand that the above program is **non-transferable and non-refundable**. Allowing its use by any other person under any condition is cause for its immediate revocation by Sierra Summit, without refund, and refusal to sell future programs.
2. I understand that this program cannot be used in conjunction with any other offer, promotion, coupons, etc.
3. I understand that these Passes remain the property of Sierra Summit, and that Sierra Summit retains the right to revoke the privileges of your program or refusal to sell future programs if you disregard any ski area policies or directions given by authorized Sierra Summit personnel. (Such disregard would include cutting in line, skiing/boarding recklessly, etc.)

4. I understand that my Season Pass must be in my possession at all times while skiing and riding. If I arrive at Sierra Summit, without my pass, I understand that a lift ticket will NOT be issued for the day.

_____ **INITIALS**

5. I understand that the extent of the season and conditions therein are subject to natural forces beyond the control of Sierra Summit management and that Sierra Summit makes no guarantee as to the number of days it will be open for skiing/boarding, or the quality of the conditions therein.

6. I understand that lost passes must be reported to Sierra Summit and that lost or damaged passes can be replaced for a \$65 additional fee (Adult/Senior/Teen) and \$25 for a Child. There will be NO second replacement passes issued.

_____ **INITIALS**

7. If I am either the parent or guardian of children under a Season Pass Plan, I understand that I accept responsibility for informing my children of Sierra Summit's policies and mountain rules which govern skiing/boarding at Sierra Summit.
8. I understand that Sierra Summit mountain capacity, during certain peak times, may be limited by parking constraints.

I, the undersigned, have read and understand the terms of the above Sierra Summit Season Pass Agreement. I am signing it freely and of my own accord, realizing it is binding upon myself, my heirs and assigns, and in the event that I am signing it on behalf of any minors, that I have full authority to do so, realizing its binding effect on them as well as myself.

As a condition of holding a Sierra Summit Season Pass and being permitted to use any and all lift facilities of the ski area, I further agree to assume all risk of personal injury or loss of damage to any of my property.

I understand that I will be required to sign a **WINTER ACTIVITIES PARTICIPANT'S AGREEMENT** before I receive my Season Pass.

Date: _____

Participant Signature: _____

Signature of Parent/Guardian if participant is a minor: _____

js/02-23-10



WINTER ACTIVITIES PARTICIPANT'S RELEASE

In consideration of Snow Summit, Inc., Sierra Summit, Inc., their respective employees, agents, subcontractors, officers, owners, directors, affiliates and related corporations, hereinafter "Summit", allowing "Participant" (***PRINT NAME***) _____ to participate in winter activities, including but not limited to Summit's snow sliding in its various forms, special event activities, etc., it is agreed on behalf of Participant and for his/her heirs, assigns and representatives, (hereinafter collectively "Participant") that:

1. ASSUMPTION OF RISK - Winter Activities

Participant is aware that participation in winter activities generally and particularly **THE SPORT OF SNOW SLIDING IN ITS VARIOUS FORMS** (including the use of Alpine, Snowboard, Telemark, or Cross-Country equipment; specialized disabled snow sliding equipment; or other snow sliding equipment; the use of Freestyle Parks, Terrain Features or Half Pipes; any intentional or unintentional jumping at any location; and the use of chairlifts or surface tows) **INVOLVE RISKS OF PROPERTY DAMAGE, INJURY OR DEATH** that no amount of care, caution, instruction or expertise can eliminate. Such dangers include, but are not limited to, variations in terrain and surface conditions, falls, loss of control and collisions with other snow sliders or with natural and man-made objects. Such risks and dangers are recognized and accepted whether they are marked or unmarked. **PARTICIPANT FREELY ASSUMES ANY AND ALL RISKS, INCLUDING THE RISK OF ANY NEGLIGENCE OF SUMMIT.**

INITIALS

2. ASSUMPTION OF RISK - Alpine Conditions

In addition to the above risks, Participant understands and accepts that **SURFACE CONDITIONS** on roads, parking lots, walkways, stairs and any other area exposed to the elements of nature are subject to the deposit, melting and refreezing of snow, rain, sleet, hail and ice, such that **WALKING OR OTHER DAILY ACTIVITIES** may become **DANGEROUS**. **PARTICIPANT FREELY ASSUMES ANY AND ALL RISKS, INCLUDING THE RISK OF ANY NEGLIGENCE OF SUMMIT.**

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3. RELEASE FROM LIABILITY AND COVENANT NOT TO SUE

In consideration for being permitted to participate in winter activities at Summit, **PARTICIPANT AGREES TO FOREVER DISCHARGE AND RELEASE FROM ANY LEGAL LIABILITY AND TO NOT SUE SUMMIT** for any injuries or property damage caused by or resulting from any access to Summit's premises or participation in any winter activities, **INCLUDING BUT NOT LIMITED TO INCIDENTS ARISING OUT OF SUMMIT'S ALLEGED NEGLIGENCE.**

INITIALS

