

2011-2012 Winter Season Pass Liability Release Agreement

PLEASE READ CAREFULLY BEFORE SIGNING

Passholder's Legal Name:

Date of Birth:

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Preferred Name on Pass

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For Office Use Only
Last Name: _____
Pass #: _____
Date Printed: _____
Picked-up: _____
TK: _____

ALL PASSES ARE NONTRANSFERRABLE. THE USE BY ANYONE OTHER THAN THE PASS HOLDER 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 PASS HOLDER'S POSSESSION DURING USE. IT IS THE RESPONSIBILITY OF THE PASS HOLDER TO KNOW ALL RESTRICTIONS ON A RESTRICTED PASS, INCLUDING BUT NOT LIMITED TO THE FOLLOWING BLACKOUT DATES; DECEMBER 27, 2011- JANUARY 1, 2012, JANUARY 14, 2012-JANUARY 16, 2012 AND FEBRAURY 18, 2012- FEBRUARY 20, 2012.

RELEASE OF LIABILITY

I understand that winter snow sports, including, but not limited to, skiing, snowboarding, snowmobiling, ice skating, climbing, hiking, boarding and riding chairlifts, and all other recreational activities (collectively, "ACTIVITIES") in which I may participate at Kirkwood Mountain Resort (hereafter, "KMR"), involve inherent and other risks of **INJURY and DEATH**. In exchange for securing a winter season pass from KMR, I **voluntarily agree to expressly assume all risks of injury or death** that may at any time result from my presence at KMR. I understand that every winter season passholder must sign this liability release on his or her own behalf unless the passholder is a minor, in which case this agreement is signed on my own behalf and on behalf of the minor, and in which case all ACTIVITIES of the minor at KMR are intended to be covered by the terms of this release of liability agreement.

I AGREE TO **RELEASE** Kirkwood Mountain Resort, LLC, landowners at KMR, all shops at KMR, all sponsors of ACTIVITIES, and any manufacturers and distributors of equipment used by me (collectively "PROVIDERS"), the successors in interest and assigns of PROVIDERS, and the employees, officers, directors, owners, parent companies, agents, affiliates and insurers of PROVIDERS, from **ALL LIABILITY FOR NEGLIGENCE THAT CAUSES INJURY TO ME UNDER ALL CIRCUMSTANCES** while I am at KMR, to the fullest extent permitted by law. I understand that this release of liability is binding on me whether or not I am skiing, snowboarding or using any snow sport equipment, and it applies when I am walking, driving, standing, sitting or involved in any other activity at KMR. I understand that this Agreement is intended to prevent me from suing PROVIDERS for negligence for any reason and under all circumstances. If I am not willing to accept this release, then I should not sign this document and I should decline the services and equipment offered to me by KMR. I further agree to defend and indemnify PROVIDERS for all loss and damage arising from claims or lawsuits for personal injury, death, and property loss and damage that may arise out of my participation in all ACTIVITIES at KMR.

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 my presence at KMR.

I agree to conduct myself in accordance with Your Responsibility Code, to comply with the rules and policies of KMR for such ACTIVITIES, and to obey all signs and all instructions given by KMR and ACTIVITES supervisors. 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 self 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 PROVIDERS and future ACTIVITES.

Snow Skates are allowed on all Chairs, except Chair 10. Snow Bikes are allowed on Chairs 5 and 11 only. A leash must be worn at all times.

This agreement is binding upon my heirs, executors, administrators, and assigns. I acknowledge that the laws of the State of California govern this agreement. 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 KMR **DISCOURAGES INVERTED AERIALS OR SOMERSAULTS**. Initial _____

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

Passholder Signature: _____ Date: _____

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

Parent/Guardian's Name: (Please Print) _____
Last First M.I.

Parent/Guardian's Signature: _____ Date: _____

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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 pass holders and day ticket users. Illegal **DRUG USE** by KMR guests is not only a violation of the law, but it 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 be not 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 lift lines, 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 pass holder forgets to bring their pass, the pass holder may buy a discount ticket. If a pass holder loses the pass for any reason or the pass is stolen, the pass holder 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. Covers the cost of your season pass if you are no longer able to use the pass for reasons such as sickness or injury to you, a family member, or traveling companion; primary residence or destination being made uninhabitable, being subpoenaed, required to serve on jury duty, or quarantined; job transfer; pregnancy or childbirth; employer termination or layoff. 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.

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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