

Date: \_\_\_\_\_

## 2010-2011 SKI GULL SEASON PASS RELEASE OF LIABILITY

**PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.**

I understand that skiing in its various forms, including snowboarding, involves risks, dangers and hazards that may cause serious personal, injury or death and that injuries are a common and ordinary occurrence. Risks include, but are not limited to, changes in terrain, weather and snow surfaces, ice, moguls, bare spots, rocks, stumps, debris, fences, posts, trees, lift equipment and towers, surface lifts, light poles, signs, buildings, roads and walkways, rails, boxes, table tops, other jumps and other terrain features (including their approaches and the angle or their take-off ramps, and landing areas both in and out of terrain parks), padded and non-padded barriers and obstacles, snowmaking, snow grooming, snowmobiles, collisions with other persons and other natural and man-made hazards. I acknowledge that the risks in the sport of Alpine skiing can be greatly reduced by taking lessons, abiding by the Skier Responsibility Code (known as Your Responsibility Code), and using common sense.

### **I agree that I will abide by the following Responsibility Code when skiing and snowboarding.**

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 area.
7. Prior to using any lift, you must have the knowledge and ability to load, ride and unload safely.
8. If witness to or involved in an accident, alert Ski Patrol and remain on scene.
9. Do not use lift or trails if under the influence of alcohol or drugs.

In consideration of the purchase of a season pass for Ski Gull and use of its facilities, **I RELEASE AND HOLD HARMLESS and AGREE NOT TO BRING ANY ACTION OR SUIT AGAINST SKI GULL INC. its owners, officers, shareholders, agents and employees (collectively " SKI GULL RELEASEES") from any liability resulting from any personal injury to myself, including death, or damage to my property which is caused by the NEGLIGENT ACT OR OMISSION of any SKI GULL RELEASEE in the design, location, construction, inspection, maintenance and repair of the conditions on or about the premises or ski area or the operations of the ski area, including:**

- the design, location, construction, inspection, maintenance and repair of trails, ski runs, slopes, and terrain features, including rails, boxes, Table tops and other forms of jumps, including their approaches and the angle of the take-off ramps and landing areas;
- grooming, snowmaking, snowmobile operation, the operation of surface lifts, aerial chairlift and gondolas and the loading and unloading Operations of surface lifts, aerial chairlifts and gondolas;
- padding or non-padding of natural and man-made obstacles and hazards;
- posting or failure to post warnings, signs, fences or other barriers;
- classification and labeling of trails and ski runs and terrain features; and

**provided, however,** that nothing in this Release should be construed as releasing, discharging or waiving any claims I may have for reckless, willful, wanton or intentional acts on the part of any SKI GULL RELEASEE.

### **Terms and conditions – Please read carefully**

The following outlines Ski Gull Pass Policies. By purchasing a pass from Ski Gull, the pass holder agrees to these terms and Conditions, and agrees to abide by the policies.

1. Pass must be presented at the Ticket window and the Pass holder will be given a daily lift ticket which must be visible at all times.
2. The Pass holder agrees to carry his/her pass and to present the pass to resort personnel for inspection when requested.
3. If the Season Pass is lost or stolen, a replacement pass can be obtained for \$10.00.
4. The pass and its privileges are NON-TRANSFERABLE and may not be used by anyone other than the Pass holder. In the event of a transfer to, or use by another person, management of Ski Gull Inc. may revoke the pass and its privileges at any time without refund. This misuse is considered "Theft of Services".
5. Ski Gull Season pass is NOT REFUNDABLE due to snow conditions, the Pass holder's physical condition or injury.

(Over)

