

2018/2019 SEASON PASS POLICIES, CONDITIONS & RELEASE

Last Name: \_\_\_\_\_

You are the privileged owner of a Season Pass or Spring Fling Pass. To make the system work, it is imperative all Pass holders follow these simple rules and agree in writing to be bound by the policies and conditions on this application. The term "user" as used throughout this RELEASE includes, but is not limited to skiers, snowboarders, mountain bikers, hikers and any other recreational users, regardless of the season.

This season pass is a revocable license under the laws of Idaho and is revocable at the sole decision of the licensor, Schweitzer. The issuance of a pass authorizes the licensee to use related recreational amenities at Schweitzer Mountain in Bonner County, Idaho. The licensee agrees that they do not and shall not claim at any time any interest or estate of any kind or extent whatsoever in Schweitzer or its premises by virtue of this license or use hereunder.

1. In issuing this season pass, Schweitzer Mountain Ski Operations LLC, dba Schweitzer, makes no guarantees as to opening date, days of operation, or lifts and trails in operation. Refunds, exchanges or transfers will not be given due to late opening, early closing or conditions. The buyer of a season pass assumes all risk of a marginal snow year or inclement weather in summer.

2. Season Passes are NON-TRANSFERABLE and may not be resold. Fraudulent use or violation of any Federal, State, or local laws or Schweitzer area policies may result in pass cancelation without refund and/or civil or criminal charges. Schweitzer has the right to revoke privileges at its own discretion for any reason, including but not limited to inappropriate behavior, violations of ski area boundary policy (failure to use open gates), ducking ropes, failure to observe/obey signage, etc. Purchaser agrees to display season pass at all times when accessing Schweitzer property and lifts.

3. Passes are NON-REFUNDABLE AND NOT SUBJECT TO CREDIT *except under limited conditions when Schweitzer Pass Protection has been purchased (not available on Spring Fling, Nordic passes or pass add-ons). See Schweitzer Pass Protection policy for specifics.*

4. Lost Season Pass: If your Season Pass is lost or stolen, you must report it to the Schweitzer Season Pass office immediately. Do not use your season pass if you find it, until you have notified the Schweitzer Season Pass Office and have been cleared to use it. *A charge of \$25.00 will be made for reissuing a new pass.*

5. Forgotten Season Pass: Only two (2) day tickets will be issued for the entire season the pass is valid. *After 2 free replacement tickets have been issued a day ticket purchase will be required for each time forgotten.* If your ticket or Season Pass is found on another person, you will lose your pass privileges for the remainder of the season with no compensation and/or be subject to civil fines.

6. I expressly assume the risk of and legal responsibility for any injury to person or property that results from participation in the sport of skiing, snowboarding, as well as other activities, including any injury caused by the following, all whether above or below snow surface: variations in terrain; any movement of snow including, but not limited to, slides, sloughs or avalanches; any depths of snow, including tree wells, or any accumulations of snow, whether natural or man-made, including snowmaking mounds; freestyle terrain; surface or subsurface snow or ice conditions; bare spots, rocks, trees, other forms of forest growth or debris, lift towers and components thereof; utility poles, and snowmaking and snowgrooming equipment which is plainly visible or plainly marked. I AGREE TO RELEASE, INDEMNIFY, AND HOLD HARMLESS SCHWEITZER MOUNTAIN SKI OPERATIONS LLC, SCHWEITZER MOUNTAIN FACILITIES LLC, SCHWEITZER MOUNTAIN LLC, SCHWEITZER MOUNTAIN REALESTATE LLC, ("SCHWEITZER"), AND THEIR OWNERS AND AGENTS, LANDOWNERS AND AFFILIATED COMPANIES AND EMPLOYEES from all claims for any cause, including negligence, which arises out of participation in skiing, snowboarding, summer activities and all related activities; including, but not limited to, use of indoor or outdoor facilities, Schweitzer Snowsports School programs and travel to and from Schweitzer Mountain, or travel to and from Schweitzer Snowsports School.

7. In consideration of using Schweitzer's facilities, I CONTRACTUALLY AGREE that ALL claims for injury and/or death shall be GOVERNED by IDAHO LAW and EXCLUSIVE JURISDICTION shall be in Idaho state court with venue in Bonner County Idaho.

I have carefully read this agreement and fully understand its contents. (One line per Passholder)

#1 Signature \_\_\_\_\_ Printed \_\_\_\_\_ Date \_\_\_\_\_
#2 Signature \_\_\_\_\_ Printed \_\_\_\_\_ Date \_\_\_\_\_
#3 Signature \_\_\_\_\_ Printed \_\_\_\_\_ Date \_\_\_\_\_
#4 Signature \_\_\_\_\_ Printed \_\_\_\_\_ Date \_\_\_\_\_
#5 Signature \_\_\_\_\_ Printed \_\_\_\_\_ Date \_\_\_\_\_
#6 Signature \_\_\_\_\_ Printed \_\_\_\_\_ Date \_\_\_\_\_

If I am signing on behalf of a minor, I accept full responsibility for all medical expenses incurred as a result of the minor's participation in skiing, snowboarding and all related activities, including Schweitzer Snowsports School programs and/or travel to and from Schweitzer Mountain. I understand my child may ride the lift alone, with another child or with an adult other than his coach. I also agree to HOLD HARMLESS AND INDEMNIFY Schweitzer Snowsports School and Schweitzer for any claims brought by or on behalf of the minor.

Parent or Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_
Printed \_\_\_\_\_