

# Mt Hood Fusion Season Pass Agreement and Release



## Office Use Only

Payment Type	Ski Area	Date	Amount	Rec'd By	Pass #

PLEASE PRINT

Pass Holder Name: \_\_\_\_\_ M F Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

**PLEASE READ CAREFULLY! THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN RIGHTS. THE PURCHASER, HOLDER AND/OR USER OF THIS PASS OR ANY PERSON NAMED ON THE PASS APPLICATION ("PASS HOLDER") UNDERSTANDS THAT SKIING, SNOWBOARDING AND OTHER WINTER ACTIVITIES ("SKIING") CAN BE HAZARDOUS AND THAT INJURIES ARE COMMON WHEN PARTICIPATING IN SUCH ACTIVITIES. PASS HOLDER ACCEPTS AND ASSUME THE RISKS ASSOCIATED WITH SKIING, INCLUDING, BUT NOT LIMITED TO, CHANGING WEATHER CONDITIONS, VARIATIONS AND STEEPNESS IN TERRAIN, TERRAIN FEATURES AND PARKS, SNOW OR ICE CONDITIONS, SURFACE OR SUBSURFACE CONDITIONS, BARE SPOTS, CREEKS AND GULLIES, FOREST GROWTH, ROCKS, STUMPS, THE USE OF LIFTS, COLLISIONS WITH NATURAL OR MAN-MADE OBJECTS OR OTHER PERSONS, GROOMING AND SNOW MOBILE EQUIPMENT, LIFT TOWERS AND OTHER STRUCTURES AND THEIR COMPONENTS, FALLING, LOSS OF CONTROL, AND EXCEEDING ONE'S ABILITY. PASS HOLDER HEREBY FREELY AND EXPRESSLY ASSUMES ANY AND ALL RISK OF PROPERTY DAMAGE, INJURY, AND DEATH ASSOCIATED WITH SKIING.**

**IN CONSIDERATION FOR LIFT ACCESS AND THE USE OF ANY OTHER AREA FACILITIES AND PREMISES, PASS HOLDER HEREBY AGREES TO RELEASE, HOLD HARMLESS, AND INDEMNIFY R.L.K. AND COMPANY, DBA TIMBERLINE SKI AREA AND MT. HOOD SKI BOWL, LLC AND THEIR MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, VOLUNTEERS, AND AGENTS (REFERRED TO AS "TIMBERLINE," "SKI BOWL," AND/OR "THE SKI AREAS" FROM ANY AND ALL CLAIMS BY OR ON BEHALF OF PASS HOLDER AGAINST TIMBERLINE, SKI BOWL, AND/OR THE SKI AREAS, ARISING DIRECTLY OR INDIRECTLY OUT OF PASS HOLDERS' USE OF THIS PASS AND/OR THE AREA FACILITIES AND PREMISES. THIS RELEASE INCLUDES CLAIMS AND LIABILITIES ARISING FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE ON THE PART OF TIMBERLINE, SKI BOWL, AND/OR THE SKI AREAS. PASS HOLDER ALSO AGREES TO INDEMNIFY (INCLUDING COSTS AND ATTORNEYS FEES) THE SKI AREAS FOR ANY CLAIM BROUGHT ON BEHALF OF A MINOR NAMED ON THIS PASS APPLICATION.**

**THIS RELEASE IS EFFECTIVE ON THE DATE PASS HOLDER SIGNS THE PASS APPLICATION (OR ON THE FIRST DAY OF THE SEASON IN WHICH THE PASS IS ISSUED, WHICHEVER IS EARLIER) AND CONTINUES IN EFFECT FOR EACH YEAR THEREAFTER IN WHICH PASS HOLDER PURCHASES, HOLDS, AND/OR USES A PASS AT THE SKI AREAS.**

**Pass Holder agrees to be bound by the following terms and conditions:**

The Pass privilege is sold to an individual for personal use and is nontransferable. Each Pass expires no later than the end of the winter season in which it was issued.

Pass Holder agrees to surrender the Pass upon demand by Timberline and/or Ski Bowl staff. The Pass is nonrefundable.

Pass Holder agrees to visibly wear the Pass and present it when boarding any lift and upon demand for inspection.

The Ski Areas reserve the right to change opening and closing dates, operating hours, number of days open and restrict access to any lift and/or terrain at any time based on weather, snow, crowds, special events, or any other conditions or reasons. The Ski Areas also reserve the right to determine the number of lifts in operation or area available for use at any given time based on snow, weather, or any other conditions or reasons. Failure to abide by the Skier Responsibility Code, Oregon Ski Statutes, ski area boundaries and/or signage and/or any other direction or order of the Ski Areas will result in Pass revocation.

I hereby irrevocably grant and convey to the Ski Areas all right, title and interest in and to record my name, image, voice, statements and/or writings including any and all photographic images and video or audio recordings at the Ski Areas. I further irrevocably grant to the Ski Areas, its advertisers, customers, agents, successors and assigns, unrestricted rights to use the above mentioned sound, still, or moving images in any medium, including posting on the Internet and World Wide Web, for educational, promotional, advertising, or other purposes without limitation consistent with the mission of the Ski Areas. I agree that all intellectual property rights to the sound, still, or moving images belong to the Ski Areas. I voluntarily waive the right to inspect or approve such images and waive my right to any royalties, proceeds or other benefits derived from such photo graphs or recordings.

Lost Pass: A lost pass must be reported to the Ski Areas. Pass Holder may purchase a replacement pass for \$25. Only one replacement pass will be issued during a season.

PASS HOLDER PRINT NAME: \_\_\_\_\_

PASS HOLDER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PARENT OR GUARDIAN PRINT NAME: \_\_\_\_\_

PARENT OR GUARDIAN SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_