

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

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

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, their 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 Area. I agree that all intellectual property rights to the sound, still, or moving images belong to the Ski Area. 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 photographs or recordings.

Each Pass expires no later than the end of the winter season in which it was issued.

The Pass privilege is sold to an individual for personal use and is nontransferable. Re-selling or allowing another person to use this Pass constitutes theft of services and is punishable by law, in the event of transfer, or use by another person, or anything else which in The Ski Areas opinion is misconduct, misuse, or a nuisance the management reserves the right to revoke the pass at any time without refund. The Pass remains the property of The Ski Areas and may be revoked at anytime with no refund.

Pass Holder agrees to surrender the Pass upon demand by The Ski Areas staff.

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

The Pass is non-refundable.

It is the Pass Holder's responsibility to secure the pass, if pass is lost the pass holder is responsible to pay the replacement fee regardless if Pass Holder uses the Ski Areas product to secure the pass. A lost pass must be reported to the Ski Area. Pass Holder may purchase a replacement pass for \$25. Only one replacement pass will be issued during a season.

I have carefully read and understand this Agreement and all of its terms. I understand that this is a release. I enter into this Agreement voluntarily and understand that it is binding upon me and my heirs and representatives.

PASS HOLDER PRINT NAME: _____

PASS HOLDER SIGNATURE: _____ **DATE:** _____

PARENT OR GUARDIAN PRINT NAME: _____

PARENT OR GUARDIAN SIGNATURE: _____ **DATE:** _____

September 2013