

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: _____ Age _____

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 ("Pass Holder") understands that skiing, snowboarding, and any other sports, events, competitions, or activities, including any transportation related thereto ("Sports Activities") are hazardous and that injuries are common. Pass Holder accepts and assumes the risks associated with Sports Activities, 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, avalanches, equipment failure, no or delayed first aid or rescue, grooming and snowmobile equipment, lift towers and other structures and their components, falling, loss of control, and exceeding one's ability. Pass Holder freely and expressly ASSUMES ANY AND ALL RISK OF INJURY, DEATH, AND PROPERTY DAMAGE ASSOCIATED WITH SPORTS ACTIVITIES.

In consideration for lift access, participation in Sports Activities, 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 and their members, directors, officers, employees, affiliates, contractors, volunteers, organizers, sponsors, and agents (collectively referred to as "Timberline", "Skibowl", and/or "The Ski Areas") from any and all claims against The Ski Areas arising directly or indirectly out of any Sports Activities and/or the use of any 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 The Ski Areas. Pass Holder also agrees to indemnify (including costs and attorney fees) The Ski Areas for any claim brought on behalf of any minor.

Pass Holder agrees to abide by Your Responsibility Code, ORS 30.970, est. seq., and any rules, regulations, directions, signage, warnings, and/or orders of The Ski Areas. Pass Holder understands that The Ski Areas may, among other things, revoke any Sports Activities privileges, if Pass Holder fails to do so. Venue for any legal proceeding arising out of this Agreement and/or Sports Activities shall be Clackamas County, Oregon. This Agreement is governed by Oregon law.

Pass Holder hereby irrevocably grant to The Ski Areas the right to use his/her, name, image or voice ("Image") in any educational, promotional, advertising, or other purpose on behalf of The Ski Areas. Pass Holder agree that all intellectual property rights to his/her Image belong to The Ski Areas and waives any right to approve, inspect and/or receive royalties or other benefits from the use of his/her Image.

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 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 for any reason.
- Each Pass expires no later than the end of the winter season in which it was issued.
- Each Pass is nontransferable. Re-selling or allowing another person to use this Pass is prohibited. 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 present the pass when boarding any lift and upon demand for inspection.
- It is the Pass Holder's responsibility to secure the 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.

The Pass is non-refundable.

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:** _____