

## 2009-2010 AFTON ALPS SEASON PASS AGREEMENT

Pass Holder	Birth Date	Age (as of Nov. 1, 09)
Parent (if under 18) MUST FILL OUT	Home Phone	
Address	Work/Cell Phone	
City, State, Zip	Pass No. (office use only)	
E-mail:		

As a season pass holder, I understand this pass only pertains to lift tickets, and that I must use this pass in accordance with all regulations and guidelines listed here and posted at the ski area. Furthermore, I agree to use this pass in such a manner that I will not detract from the enjoyment and pleasures of other skiers and snowboarders.

I realize that this pass can be revoked or suspended by management of this ski area with no reimbursement and that this pass is non-refundable and non-transferable.

Following is a partial list of items which may cause revocation or suspension of skiing and snowboarding privileges:

- Unauthorized line cutting
- Skiing/Snowboarding on closed trails or in areas that are not groomed or maintained as a designated trail.
- Profanity, discourteous conduct to other customers, or engaging in any type of criminal conduct of Afton Alps property.
- Failure to defer to instructions from Management, Ski Patrol, or Courtesy Ambassadors.
- Building of jumps or performing inverted aerial maneuvers.
- Skiing/snowboarding in a careless or reckless manner, or any other action which endangers the safety of myself and/or others.
- Damaging, vandalizing, or stealing Afton Alps/Mount Kato property.
- Misuse or transfer of pass, or otherwise defrauding the ski area. I understand that a person who uses a pass or ticket he/she is not entitled to use can be prosecuted for Theft of Services.

In addition to the above partial list, I agree to exercise care and discretion in my use of this pass and that I will not hinder any ski area employee in the performance of their duties. I also understand that the facilities and buildings provided are for the service and pleasure of the skiing and snowboarding public and not for the purpose of loitering or lingering about. No one under the age of 21 may enter the bars.

In addition to using the ski area in a courteous manner, I agree to abide by the following Responsibility Code:

1. Always stay in control and be able to stop.
2. People ahead of you have the right of way.
3. You must not stop where you obstruct a trail or are not visible from above.
4. Whenever starting downhill or merging onto 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 areas.
7. Prior to using any lift, you must have the knowledge and ability to load, ride, and unload safely.

Upon arriving at the ticket booths, stop and show your season pass to obtain a daily lift ticket. Do not pass the ticket booth without stopping (even if you have already gotten your pass for the day.) Each time you use your pass to get a lift ticket, you must attach the ticket securely to your clothing using a separate wicket and visibly worn whenever you are on the slopes. One daily ticket will be issued per pass, per day, and cannot be transferred to anyone, including family members. If you wish to leave the area and return, you must check out and check back in at the ticket booth. Afton Alps reserves the right to refuse to issue a ticket to any pass holders who neglect to show their picture I.D. season passes at the booths.

There is a \$20 replacement fee if the pass is lost or stolen.

### RELEASE FROM LIABILITY – PLEASE READ CAREFULLY

I understand and accept the fact that alpine skiing and snowboarding in its various forms is a hazardous sport that has many dangers and risks. I realize that injuries are common and ordinary occurrences of these sports. I agree, as a condition of being allowed to use the ski area facility and premises, and freely accept and voluntarily assume all risks of personal injury or death or property damage. I release Afton Alps/Mt. Kato Ski Areas and its agents, employees, directors, officers from any and all liability of personal injury or property damage which results in any way from negligence, conditions on or about the premises and facilities. I understand the operations of the ski area, including but not limited to grooming, snowmaking, ski lift operations, actions or omissions of employees or agents of the area, or my participation in skiing or other activities at the area, accepting myself the full responsibility for any and all such damage or injury of any kind which may result.

### CONDITIONS OF USE

I, the undersigned, have read and understand the terms of the above Season Pass and the Release Agreement, which is an essential part of it. In the event that I am signing it on behalf of any minors, I have full authority to do so, realizing its binding effect on them as well as myself.

SIGNED BY PASS HOLDER	SIGNATURE OF PARENT OR GUARDIAN (if under 18)
DATE	

Note: Pass will not be issued until this agreement is signed by the pass holder and/or guardian and returned to the office.