

LIABILITY RELEASE & PROMISE NOT TO SUE, PLEASE READ CAREFULLY, THIS IS A LEGAL DOCUMENT.

I. **WARNING** - Use of 49° North Mountain Resort facilities, including but not limited to skiing, snowboarding, snowshoeing, the use of aerial and surface lifts, use of equipment, and other facilities including buildings, decks, walkways, and parking lots, is HAZARDOUS. Falls and injuries are a common occurrence and you must keep deliberate and conscious control of your physical body, both on the ground and in the air, while properly using your equipment in variable weather and other conditions. Ski, snowboard, and snowshoe only within your ability. Safety is directly affected by your judgment in the severe elements of rough, high mountain terrain. Be alert to all risks, hazards and dangers at 49° North Mountain Resort facilities, including but not limited to: Variations in weather, variations in terrain (including terrain features, steepness and other variations, whether natural or as a result of slope design), surface or subsurface snow or ice conditions whether natural or machine-made, bare spots, rocks, trees, stumps, and other forms of forest growth or debris, lift towers and components thereof, other ski area components including lights, fences, posts, and signs, all of the foregoing whether above or below the snow surface; pole lines, snowmaking equipment, and other equipment, vehicles and machines including snowmobiles and snowcats; collision with any person, vehicle or object whether natural or man-made.

II. **RELEASE FROM LIABILITY** - In consideration of being permitted to use the 49° North Mountain Resort facilities I agree to RELEASE, INDEMNIFY, DEFEND AND, HOLD HARMLESS, Chewelah Basin Ski Corporation, 49° North Wintersports Foundation, Alpine Developments Group, LLC, East Basin Investments, LLC, Chewelah Peak Investments LLC, and their agents, officers, directors, owners, contractors, volunteers, employees and insurers (COLLECTIVELY, THE "Released Parties") from any and all claims I might bring as a result of physical injury, including death, or property damage sustained in connection with my use of the 49° North Mountain Resort facilities INCLUDING CLAIMS BASED ON NEGLIGENCE OR BREACH OF WARRANTY. I am fully aware of and accept all risks, hazards and dangers associated with using the 49° North Mountain Resort facilities and I am fully responsible for any and all damage or injury of any kind that may result from my use of the 49° North Mountain Resort facilities. I promise not to sue the Released Parties and agree that if anyone is physically injured or property is damaged while I am using the 49° North Mountain Resort facilities, I will have no right to make any claim or file a lawsuit against the Released Parties.

III. **MINORS** - For Season Pass Holders under 18 Years Old: As parent or guardian of the minor named as Passholder ("Minor") I have authority to enter into this agreement on behalf of the Minor. To the fullest extent allowed by law, I agree to INDEMNIFY, DEFEND AND HOLD HARMLESS the Released Parties for any and all claims whatsoever brought by the Minor and all claims whatsoever brought by third parties arising in connection with the Minor. I acknowledge that I have read and understand this document and am signing it on behalf of the Minor and that the Minor and I will be bound by all its terms. I agree to be responsible for all medical expenses incurred by the Minor.

IV. **MEDICAL TREATMENT OF MINORS** - I hereby authorize any duly authorized doctor, emergency medical technician, registered ski patroller, hospital or other medical facility to treat any minor listed on this form as "Passholder" for the purpose of attempting to treat or relieve any injuries received while being transported to or from the 49° North Mountain Resort facilities or while at the 49° North Mountain Resort facilities. I authorize licensed physicians to perform any procedure which they deem advisable in attempting to treat or relieve any injuries and/or related unhealthy conditions of the minor that may be encountered during any necessary operation or procedure. I consent to the administration of anesthesia as deemed advisable by any licensed physician. I realize and appreciate that there is a possibility of complications and unforeseen consequences in any medical treatment. I acknowledge that no warranty is being made as to the results of any treatment. I also consent to, and accept full financial responsibility for, any form of emergency transportation and care deemed appropriate by the 49° North Ski Patrol.

V. **JURISDICTION AND VENUE** - This document supersedes any other agreements or representations by or between the parties and is governed by the law of the State of Washington. I intend this document to be interpreted as broadly as possible. I agree that exclusive jurisdiction and venue for any legal action shall be in Washington courts in Stevens County and such courts shall have personal jurisdiction. If any part of this agreement is determined to be unenforceable, all other parts shall still be given full force and effect.

By signing I attest that I have read, understood, and accepted the LIABILITY RELEASE & PROMISE NOT TO SUE. I have also read understood and accepted the RULES GOVERNING THE USE OF SEASON PASSES (reverse page). If younger than 18, both minor and parent / guardian signature are required.

Passholder	Print Name	Signature	Date
Passholder	Print Name	Signature	Date
Passholder	Print Name	Signature	Date
Passholder	Print Name	Signature	Date
Parent/Guardian	Print Name	Signature	Date

RULES GOVERNING THE USE OF SEASON PASSES:

1. Chewelah Basin Ski Corporation (dba 49° North Mountain Resort) makes no guarantees as to opening date, days of operation, or lifts and trails in operation. No compensation will be offered due to late opening, early closing or conditions. The buyer of a Season Pass assumes all risk of a marginal snow year and amount of use obtained from the pass.
2. All sales are final. No refunds will be given.
3. A Season Pass remains the property of the Chewelah Basin Ski Corporation and is not transferable (except Gold Card) and may not be resold. Any Pass being used by a person other than the designated Passholder will be confiscated and not returned to the purchaser.
4. Violation of safety and/or etiquette rules (Your Responsibility Code, rude or obnoxious behavior, jumping from chairlifts, inverted aerial maneuvers, skiing closed areas, disregarding rope-lines) may result in revocation of the Season Pass and other privileges without refund.
5. The Season Pass holder agrees to display their Season Pass at all times when accessing a lift.
6. Forgotten Season Pass – A day lift ticket will be issued to the season pass holder the first time a season pass holder forgets their season pass. This ticket is for the sole use of the pass holder to whom it was issued. If the pass holder's season pass is found to be used on the same day the lift ticket is issued, the season pass will be revoked without refund. The season pass holder will also be billed for actual damages as well as a penalty of not less than \$100 or more than \$200 as provided for in RCW 4.24.230. Each additional time a pass is forgotten the season pass holder must pay full price for a single day lift ticket or pay \$50 for a one time replacement season pass.
7. Lost Season Pass – If your Season Pass is lost or stolen, you must report it to the 49° North Ticket Office immediately. A payment of \$50 will be required to reissue a new Pass. If you find your lost Pass, you must notify 49°North immediately and return the Pass to the Ticket Office.
8. De-facing a Season Pass with stickers, tearing, cutting or by any other means which changes its condition or makes it illegible will render the Pass invalid. A de-faced Pass may be replaced with a \$50 fee.
9. A Season Pass Transfer will be considered for pre-season injuries if a written request is accompanied by a doctor's authorization and received at 49° North by December 1 of the current season ONLY if the Pass has not been issued. All transfers are subject to 49° North Administration review and approval. There is a \$50 processing fee for each Pass transfer. No refunds or credits will be issued for not using or picking up your Pass.
10. Please help us and others maintain a family oriented atmosphere. Be mindful of your language and courteous to those around you. Swearing and inappropriate language or gestures will not be tolerated and can lead to revocation of ticket or season pass.

Your Responsibility Code

Skiing can be enjoyed in many ways. Regardless of how you decide to enjoy the slopes, always show courtesy to others and be aware that there are elements of risk in skiing that common sense and personal awareness can help reduce. Observe the code listed below and share with other skiers the responsibility for a great skiing experience.

- Always stay in control, and be able to stop or avoid other people or objects.
- People ahead of you have the right of way. It is your responsibility to avoid them.
- You must not stop where you obstruct a trail, or are not visible from above.
- Whenever starting downhill or merging into a trail, look uphill and yield to others.
- Always use devices to help prevent runaway equipment.
- Observe all posted signs and warnings. Keep off closed trails and out of closed areas.
- Prior to using any lift, you must have the knowledge and ability to load, ride and unload safely.

KNOW THE CODE. IT'S YOUR RESPONSIBILITY.

This is a partial list. Be safety conscious.

