

49° NORTH MOUNTAIN RESORT
2019–2020 SEASON PASS AGREEMENT & RELEASE OF LIABILITY

Pass Holder Name: _____ Date: _____
(Print Last) (Print First)

We are pleased to provide you (the "Pass Holder") a season pass for skiing and snowboarding at 49° North Mountain Resort (the "Ski Area") for its 2019-2020 ski season on the following terms and conditions. Please read both sides of this form and sign on the back. By accepting the season pass you agree to these terms and conditions. As a season Pass Holder, you agree to familiarize yourself with and comply with the Skiers Responsibility Code: The Skiers Responsibility Code is posted on the Trail Map and signage posted at the ski area, as well as at the following website: <http://www.nsa.org/safety-programs/responsibility-code/>.

1. For Personal Use Only – No Transfers. The season pass is strictly for the personal use of the Pass Holder named above and is not transferable or for re-sale to any other person. While using this season pass, the Pass Holder agrees to not engage in activities for monetary gain, such as providing ski instruction, without the written consent of the Ski Area. The Pass Holder shall not allow anyone else to use his/her pass for access to the Ski Area and its lifts. Violation of the provisions of this paragraph will be a material breach of this season pass agreement and constitute fraud entitling the Ski Area to cancel this pass and all license and right to ski and boarding privileges at its facilities without refund or compensation to the Pass Holder.

2. Revocation of Pass. The Season Pass and the license and privileges granted under it may be revoked by CMR Ops, LLC as the operator of the 49 Degrees North Mountain Resort ("the Ski Area Operator") in its sole discretion in the event of the Pass Holder is found to be:

- (1) Skiing or snowboarding too fast or recklessly;
- (2) Skiing or snowboarding beyond CLOSED AREA signs and into a closed area,
- (3) Jumping out of or purposely dropping objects from the chairlifts; or
- (4) Assaulting or using threatening language toward personnel or other ski area guests.
- (5) In the event of such revocation, no refund or compensation shall be due the Pass Holder.
- (6) Acting in any dangerous or hostile manner including the public use of obscene language or gestures.

3. Lost or Stolen Pass. If your pass is lost or stolen, you must report it to the Ski Area Operator immediately. A replacement pass will be issued upon payment of a non-refundable fee of \$35.00. Replacement passes will not be issued after the second incident of a lost or stolen pass.

4. Sale of Pass Is Final. The sale of the season pass is final, and no refund will be due the Pass Holder in the event the Ski Area is unable to open or must close for lack of snow. The Pass Holder assumes all risk of a marginal or no snow year.

5. Release of photo and video usage. By entering the premises, you consent to the use of your voice, name, and/ or likeness being used. You waive all rights you may have to any claims for payment or royalties in connection with any use, exhibition, streaming, web casting, televising or other publication of these materials, regardless of the purpose or sponsoring of such use, exhibiting, broadcasting, web casting or other publication irrespective of whether a fee for admission or sponsorship is charged. You also waive any right to inspect or approve any photo, video or audio recording taken by Ski Area Operator or the person or entity designated to do so by Ski Area Operator.

6. Agreement of Parent or Guardian of Pass Holder Under 18 Years of Age. If the Pass Holder named above is under 18 years of age, his or her parent or legal guardian (the "Authorized Adult") executes this agreement to induce the Ski Area Operator to issue a season pass to the benefit of said minor and agrees as follows:

- (1) To the fullest extent allowed by law, the Authorized Adult individually and on behalf of the minor agrees to all terms of this agreement, including the provisions for **RELEASE OF LIABILITY AND PROMISE NOT TO SUE**;
- (2) The Authorized Adult assumes full responsibility for educating and supervising the minor Pass Holder to assure compliance with all duties under paragraphs 1 and 6 above and rules of the Ski Area and to protect him or her from risks involved in skiing/snowboarding;
- (3) The Authorized Adult shall pay directly or through its insurance provider all medical and rehabilitation expenses incurred by the minor related to injury while using the facilities of the 49° North Mountain Resort and waives all rights of subrogation against the Released Parties; and
- (4) The Authorized Adult **INDEMNIFIES AND DEFENDS** the Released Parties against any claims by the minor Pass Holder or others arising out of the minor Pass Holder's skiing/snowboarding, or any use of or conduct on the facilities of the Ski Area.

7. Medical Transfer. A Seasons Pass transfer will be considered for pre-season injuries if a written request accompanied by a doctors authorization and received at 49° North by December 1 of the current season ONLY IF the pass has not already been issued. There is a \$50 pass transfer fee. No refunds or credits will be issued if you do not pick up your season pass.

8. 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.

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

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, including but not limited to: Variations in weather, in-bounds avalanches, deep snow immersion and suffocation, variations in terrain (including terrain features, steepness and other variations, whether natural or as a result of slope design or grooming), 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.

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, CMR LANDS, LLC, CMR OPS, LLC, CMR F&B, LLC, 49° North Wintersports Foundation, any & all successor entities or successors in interest (including, but not limited to, individuals, partnerships, LLCs, corporations, etc.) their agents, officers, directors, managers, members, owners, contractors, volunteers, employees and insurers (COLLECTIVELY, THE "Released Parties") from any and all claims I might bring as a result of any emotional, physical, or other 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.

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.

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 also consent to, and accept full financial responsibility for, any form of emergency transportation and care deemed appropriate by the 49° North Ski Patrol.

GENERAL PROVISIONS - 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. If any provision of this agreement is found to be unenforceable, it shall be severed and the balance of the agreement shall remain in full force and effect. Venue for any action related to this agreement or any use of the ski area facilities shall be in Stevens County, Washington or, if federal court jurisdiction is invoked, in the federal district court serving Stevens County, Washington.

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 Passholder is younger than 18, both minor and parent / guardian signature are required.

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