

Pass Holder _____



**MT. BACHELOR SEASON PASS
AGREEMENT**

BOX 1000 • BEND, OR 97709
(541) 382-2442

_____ Last Name

First Name

_____ Street Address

(_____) _____

Phone Number

City

State

Zip

_____/_____/_____

Date of Birth

Age

_____ Email Address

PASS USE AND CONDUCT

YOUR PASS MUST BE USED IN ACCORDANCE WITH MT. BACHELOR POLICIES AND CODES OF CONDUCT. DISPLAY YOUR PASS WHENEVER REQUESTED BY MT. BACHELOR PERSONNEL. YOUR MT. BACHELOR SEASON PASS IS NON-TRANSFERRABLE AND REMAINS THE PROPERTY OF MT BACHELOR AT ALL TIMES. FRAUDULENT USE MAY BE SUBJECT TO CRIMINAL PROSECUTION AND/OR CIVIL PENALTIES FOR BOTH THE PASS HOLDER AND FRAUDULENT USER, INCLUDING BUT NOT LIMITED TO, REVOCATION OF THE PASS WITHOUT REFUND. MISUSE OF THIS PASS MAY ALSO RESULT IN MT BACHELOR'S REFUSAL TO ISSUE A SEASON PASS IN FUTURE YEARS.

Mt. Bachelor, Inc. makes no warranties with respect to the duration of the ski season. Mt. Bachelor, Inc. in its sole discretion will determine the length of the ski season and the number of lifts in operation at any one time, based on snow conditions and other variables. **ALL SALES ARE FINAL AND THERE WILL BE NO REFUNDS DUE TO LACK OF SNOW, THE LENGTH OF THE SEASON OR FOR ANY OTHER REASON. PASS REFUND PROTECTION (PRP) IS AVAILABLE FOR PURCHASE THROUGH MT. BACHELOR, INC.**

Your Pass is required for use of the facilities. If you forget your Pass, you may be required to purchase a daily ticket. There is a \$25.00 non-refundable charge for replacing lost, stolen or damaged passes.

RELEASE AND INDEMNITY AGREEMENT

IN CONSIDERATION OF THE USE OF A SEASON PASS AND/OR MT. BACHELOR'S PREMISES AND FACILITIES, I AGREE TO RELEASE AND INDEMNIFY MT. BACHELOR, INC., ITS OFFICERS AND DIRECTORS, OWNERS, AGENTS, LANDOWNERS, AFFILIATED COMPANIES, AND EMPLOYEES (HEREINAFTER "MT. BACHELOR, INC.") FROM ANY AND ALL CLAIMS FOR PROPERTY DAMAGE, INJURY OR DEATH, WHICH I MAY SUFFER OR FOR WHICH I MAY BE LIABLE TO OTHERS, IN ANY WAY CONNECTED WITH SKIING, SNOWBOARDING, SNOWRIDING OR LIFT RIDING. THIS RELEASE AND INDEMNITY AGREEMENT SHALL APPLY TO ANY CLAIM FOR PROPERTY DAMAGE, INJURY OR DEATH, EVEN IF CAUSED BY NEGLIGENCE. THE ONLY CLAIMS NOT RELEASED ARE THOSE BASED UPON WILLFUL OR INTENTIONAL MISCONDUCT.

I ALSO AGREE THAT ALL DISPUTES BETWEEN MYSELF AND MT. BACHELOR, INC. ARISING FROM MY USE OF MT. BACHELOR, INC.'S FACILITIES OR SERVICES WILL BE GOVERNED BY THE LAWS OF THE STATE OF OREGON AND THE EXCLUSIVE JURISDICTION THEREOF SHALL BE IN THE STATE COURTS OF THE STATE OF OREGON, AND THE VENUE FOR THESE DISPUTES SHALL BE IN DESCHUTES COUNTY, OREGON.

IF ANY PART OF THIS CONTRACT IS DETERMINED TO BE UNENFORCEABLE FOR ANY REASON OR IN ANY CIRCUMSTANCE, IT IS INTENDED THAT ALL OTHER TERMS WILL BE ENFORCED IN ALL OTHER CIRCUMSTANCES.

THE UNDERSIGNED HAS CAREFULLY READ AND UNDERSTANDS THIS AGREEMENT AND ALL OF ITS TERMS ON BOTH SIDES OF THIS DOCUMENT. THIS INCLUDES, BUT IS NOT LIMITED TO, THE DUTIES OF SKIERS, SNOWBOARDERS, OR SNOWRIDERS. THE UNDERSIGNED UNDERSTANDS THAT THIS DOCUMENT IS AN AGREEMENT OF RELEASE AND INDEMNITY WHICH WILL PREVENT THE UNDERSIGNED OR THE ESTATE OF THE UNDERSIGNED FROM RECOVERING DAMAGES FROM MT. BACHELOR, INC. IN THE EVENT OF DEATH OR INJURY TO PERSON OR PROPERTY. THE UNDERSIGNED, NEVERTHELESS, ENTERS INTO THIS AGREEMENT FREELY AND VOLUNTARILY AND AGREES IT IS BINDING ON THE UNDERSIGNED AND THE HEIRS AND LEGAL REPRESENTATIVES OF THE UNDERSIGNED.

BY MY SIGNATURE BELOW, I AGREE THAT THIS RELEASE AND INDEMNITY AGREEMENT WILL REMAIN IN FULL FORCE AND EFFECT AND I WILL BE BOUND BY ITS TERMS THROUGHOUT THIS SEASON AND ALL SUBSEQUENT SEASONS FOR WHICH I RENEW THIS SEASON PASS.

SEE REVERSE SIDE OF THIS SHEET IF SIGNING FOR A MINOR (UNDER 18) AND FOR DUTIES OF SKIERS, SNOWBOARDERS, OR SNOW RIDERS WHICH YOU MUST OBSERVE.

Pass Holder Name

Date

(Signature)

ATTENTION
SKIERS/SNOWBOARDERS/SNOWRIDERS



YOUR DUTIES

The following **Duties of Skiers** and **Assumption of Risk** provision applies to all skiers, snowboarders, and all other snowriders.

O.R.S. 30.990 REQUIRES US TO NOTIFY SKIERS OF THEIR DUTIES PURSUANT TO O.R.S. 30.985. THE LAW IMPOSES THE FOLLOWING DUTIES ON ALL SKIERS REGARDLESS OF WHAT TYPE OF EQUIPMENT THEY USE.

- (a) Skiers who ski in any area not designated for skiing within the permit area assume the inherent risks thereof.
- (b) Skiers shall be the sole judges of the limits of their skills and the ability to meet and overcome the inherent risks of skiing and shall maintain reasonable control of speed and course.
- (c) Skiers shall abide by the directions and instructions of the ski area operator.
- (d) Skiers shall familiarize themselves with posted information on locations and degree of difficulty of trails and slopes to the extent reasonably possible before skiing on any slope or trail.
- (e) Skiers shall not cross the uphill track of any surface lift except at the points clearly designated by the ski area operator.
- (f) Skiers shall not overtake any other skier except in such a manner as to avoid contact and shall grant the right of way to the other skier.
- (g) Skiers shall yield to other skiers when entering a trail or starting downhill.
- (h) Skiers must wear retention straps or other devices to prevent runaway skis and snowboards.
- (i) Skiers shall not board rope tows, wire rope tows, J-bars, T-bars, ski lifts, or other similar devices unless they have sufficient ability to use the device and skiers shall follow any written or verbal instructions that are given regarding the device. Skiers shall request instructions if unfamiliar with any ski lift device before boarding it.
- (j) Skiers, when injured in a skiing accident, shall not depart from the ski area without leaving their names and addresses if reasonably possible.
- (k) A skier who is injured should, if reasonably possible, give notice of the injury to the ski area operator before leaving the ski area.
- (L) Skiers shall not embark or disembark from a ski lift except at designated areas or by the authority of the ski area operator.
- (2) Violation of any of the duties of skiers set forth herein entitles the ski area operator to withdraw the violator's privilege of skiing.

Skiers/Snowboarders/Snowriders Assume Certain Risks

O.R.S. 30.975 PROVIDES THAT AN INDIVIDUAL WHO ENGAGES IN THE SPORT OF SKIING, ALPINE OR NORDIC, ACCEPTS AND ASSUMES THE INHERENT RISKS OF SKIING INSOFAR AS THEY ARE REASONABLY OBVIOUS, EXPECTED OR NECESSARY. INHERENT RISKS OF SKIING INCLUDE, BUT IS NOT LIMITED TO, THOSE DANGERS OR CONDITIONS WHICH ARE AN INTEGRAL PART OF THE SPORT, SUCH AS CHANGING WEATHER CONDITIONS, VARIATIONS OR STEEPNESS IN TERRAIN, SNOW OR ICE CONDITIONS, SURFACE OR SUBSURFACE CONDITIONS, BARE SPOTS, CREEKS AND GULLIES, FOREST GROWTH, ROCKS, STUMPS, LIFT TOWERS AND OTHER STRUCTURES AND THEIR COMPONENTS, COLLISIONS WITH OTHER SKIERS, AND A SKIER'S FAILURE TO SKI WITHIN THE SKIER'S OWN ABILITY.

IF A MINOR (UNDER 18), PARENT OR GUARDIAN MUST EXECUTE THE MINOR RELEASE BELOW.

MINOR RELEASE AND INDEMNITY AGREEMENT

IN CONSIDERATION OF THE USE OF A SEASON PASS AND MT. BACHELOR'S PREMISES AND FACILITIES BY THE MINOR(S) NAMED BELOW, I HEREBY AGREE TO RELEASE AND INDEMNIFY MT. BACHELOR, INC., ITS OFFICERS AND DIRECTORS, OWNERS, AGENTS, LANDOWNERS, AFFILIATED COMPANIES, AND EMPLOYEES (HEREINAFTER "MT. BACHELOR, INC.") FROM ANY AND ALL CLAIMS FOR PROPERTY DAMAGE, INJURY OR DEATH, WHICH THE MINOR(S) NAMED BELOW, MAY SUFFER OR FOR WHICH HE OR SHE MAY BE LIABLE TO OTHERS, IN ANY WAY CONNECTED WITH SKIING, SNOWBOARDING, SNOWRIDING OR LIFT RIDING. THIS RELEASE AND INDEMNITY AGREEMENT SHALL APPLY TO ANY CLAIM FOR PROPERTY DAMAGE, INJURY OR DEATH, EVEN IF CAUSED BY NEGLIGENCE. THE ONLY CLAIMS NOT RELEASED ARE THOSE BASED UPON WILLFUL OR INTENTIONAL MISCONDUCT.

I ALSO AGREE THAT ALL DISPUTES BETWEEN THE BELOW NAMED MINOR(S) AND MT. BACHELOR, INC. ARISING FROM HIS/HER USE OF MT. BACHELOR, INC.'S FACILITIES OR SERVICES WILL BE GOVERNED BY THE LAWS OF THE STATE OF OREGON AND THE EXCLUSIVE JURISDICTION THEREOF SHALL BE IN THE STATE COURTS OF THE STATE OF OREGON, AND THE VENUE FOR THESE DISPUTES SHALL BE IN DESCHUTES COUNTY, OREGON.

BY MY SIGNATURE BELOW, I AGREE THAT THIS MINOR RELEASE AND INDEMNITY AGREEMENT WILL REMAIN IN FULL FORCE AND EFFECT AND I WILL BE BOUND BY ITS TERMS THROUGHOUT THIS SEASON AND ALL SUBSEQUENT SEASONS FOR WHICH THIS SEASON PASS IS RENEWED.

I HAVE CAREFULLY READ AND UNDERSTAND THIS AGREEMENT AND ALL OF ITS TERMS.

PARENT OR GUARDIAN (must be signed by parent or guardian if the user is under eighteen (18) years of age).

MINOR NAME: (Please print)

LAST

FIRST

MINOR NAME: (Please print)

LAST

FIRST

PARENT OR GUARDIAN NAME: (Please print)

LAST

FIRST

RELATIONSHIP: (Please print) _____

PARENT/GUARDIAN: I VERIFY THAT I AM THE PARENT/GUARDIAN AND/OR HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE ABOVE NAMED MINOR(S). I AGREE TO BE BOUND BY ITS TERMS. I ACCEPT FULL RESPONSIBILITY FOR ALL MEDICAL EXPENSES INCURRED AS A RESULT OF THE MINOR'S USE OF THE SKI AREA'S FACILITIES, AND I AGREE TO INDEMNIFY AND HOLD HARMLESS MT. BACHELOR, INC., FROM ANY CLAIM BROUGHT BY, OR ON BEHALF OF THE MINOR(S).

PARENT OR GUARDIAN Signature: _____
DATE _____