



OFFICE USE ONLY

Guest Name: _____

Use existing season pass photo? Yes No

Date Received: _____

T-shirt: Mens S M L XXL Womens S M L XXL

2010/2011 SEASON PASS APPLICATION & RELEASE OF LIABILITY.

In addition to the benefits listed, Season Pass cards can be used for a number of years, so be sure to save your pass at the end of the season and receive a discount on next year's processing fee. There is a \$10.00 processing fee per pass and all orders are taken on a first-come, first-serve basis.

Always follow Your Responsibility Code.

Smart Style. Freestyle Terrain: **Make a Plan:** Every time you use Freestyle Terrain. Your speed, approach and take off will directly affect your maneuver and landing. **Look Before You Leap:** Scope around the jumps first, not over them. Know that your landing is clear and clear yourself out of the landing area. **Easy Style It:** Start small and work your way up. (Inverted aerials not recommended) **Respect Gets Respect:** From the lift line through the park.

HEADS UP

_____ **Adult Season Pass:** Adults (ages 13 & up). Anytime Season Pass good day and night with no restrictions during the 2010/2011 season. Benefits include: Hands-Free Lift Access, Guaranteed Admittance during Sellout Periods, Powder Alert e-mails, Online statistics, 10% Off Non-Sale Retail Items and 10% Off Ski and Snowboard Lessons.

_____ **Child Season Pass:** Child (ages 7-12). Limit two (2) Child Season Passes per Adult Season Pass purchased. Children turning 13 before January 1, 2011 are required to purchase an Adult Season Pass (birth certificate required). Anytime Season Pass good day and night with no restrictions during the 2010/2011 season. Benefits include: Hands-Free Lift Access, Guaranteed Admittance during Sellout Periods and 10% Off Non-Sale Retail Items.

_____ **Free Child Season Pass:** Child (ages 6 & under). Limit two (2) Free Child Season Passes per Adult Season Pass purchased. Children turning 7 before January 1, 2011 are required to purchase a Child Season Pass (Birth Certificate required). Anytime Season Pass good day and night with no restrictions during the 2010/2011 season. Benefits include: Hands-Free Lift Access, Guaranteed Admittance during Sellout Periods and 10% Off Non-Sale Retail Items.

Your Season Pass must be available for all Lift Attendants to view: As holder of this pass and as a condition for use of these facilities, holder agrees that the management will not be responsible if the pass is lost or stolen. The permission to use the Season Pass is granted solely to the individual to whom it is issued. Season Pass may not be re-sold or transferred to anyone. Misuse of the Season Pass, including misconduct, providing false information on this application, transfer or resale of the pass, or tampering in any way, will result in forfeiture of the pass without refund. Additionally, you must have your Season Pass in order to use the facilities. If you forget your pass you are entitled to a one-time only replacement ticket. If your pass is lost or stolen notify Season Pass Office immediately. To replace a lost pass you will be charged \$40.00. _____ **(Initial)** Mountain High Resort will no longer offer carry over credit due to injury or illness. Skier Guard Insurance is available at 6% of your Season Pass purchase price. To decline this insurance initial here: _____ **(Initial)** Mountain High Resort at its discretion will determine the length of season and the number of lifts in operation at any one time based on snow conditions and other variables. THERE ARE NO REFUNDS FOR LACK OF SNOW, LENGTH OF SEASON, OR ANY OTHER REASON. _____ **(Initial)**

PLEASE READ:

WARNING: The user of the resort area and premises agrees and understands that **ALL** forms of alpine activities, including but not limited to **THE SPORT OF SNOW SLIDING IN ITS VARIOUS FORMS**, the associated use of surface or aerial lifts, are **HAZARDOUS ACTIVITIES** involving exposure to inherent and other risks of injury, death or property damage or economic loss. These risks include, but are not limited to, continually changing weather conditions and visibility, surface and sub-surface snow or ice conditions, design and conditions of natural or man-made terrain features that may exist throughout the area, variations in terrain, moguls, bare spots, rocks, ruts, stumps, trees, lift towers, snow making equipment, poles, ropes, posts, grooming vehicles, snowmobiles, man made rails, other terrain apparatus, uneven or slippery conditions, which may be present on roads, parking lots, walkways, and any other areas exposed to the elements of nature and are subject to the deposit, melting and refreezing of snow, rain, sleet, ice, such that walking or other daily activities may become dangerous, other participants and the failure to ski or board within one's own ability. Inherent and other risks exist for those who are in the process of approaching, loading, and unloading from aerial or surface lifts. In recognition of these risks, **I VOLUNTARILY ACCEPT AND ASSUME ALL RISKS OF INJURY, DEATH OR PROPERTY DAMAGE** that might be associated with or a result of my presence at Mt. High Resort. _____ **(Initial)**

As a condition of being permitted the use of this resort, lifts and trails, and surrounding base areas, **I AGREE TO HOLD HARMLESS, RELEASE, INDEMNIFY AND PROMISE NOT TO BRING A CLAIM AGAINST OR SUE** Mountain High Resort Associates, LLC., its parent company, owners, employees, agents, officers, directors, successors, assigns (hereinafter "MT. HIGH") and other landowners from any and all liability for personal injury, death or property damage, whether caused by NEGLIGENCE or any other reason to the fullest extent allowed by law.

I UNDERSTAND AND AGREE THAT THIS IS A LEGAL BINDING CONTRACT and is intended to be a general release of liability construed as broadly as the law allows in favor of MT. HIGH. I agree that any claim that I may bring be filed in the Courts of Los Angeles County, North District, California and shall be governed by the laws of the State of California. I understand and agree that if any portion of this contract is held invalid, the balance shall continue in full legal force and effect.

_____ **(Initial)**

Be advised: Areas beyond the ski area boundary are not patrolled or maintained; avalanche and other hazards exist. Mountain High assumes no responsibility for the safety and welfare of anyone going beyond the ski area boundary. Going beyond the boundary that may or may not be marked with a rope line or boundary sign is not recommended at any time. Pass privileges may be revoked. _____ **(Initial)**

I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ, UNDERSTOOD AND ACCEPTED EACH OF THE ABOVE PROVISIONS. I ACKNOWLEDGE THAT THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY WHICH MAY LEGALLY PREVENT ME OR ANY OTHER PERSON FROM FILING SUIT OR MAKING OTHER CLAIMS FOR DAMAGES, IN THE EVENT OF DEATH, PERSONAL INJURY OR PROPERTY DAMAGE. I HAVE FREELY AND VOLUNTARILY SIGNED THE AGREEMENT IN EXCHANGE FOR THE USE OF THIS SEASON PASS.

THIS IS A **RELEASE OF LIABILITY**, DO NOT SIGN IT IF YOU DO NOT AGREE WITH ITS TERMS. PASS CANNOT BE ISSUED WITHOUT AUTHORIZED SIGNATURE.

Pass holder Signature

Print Name

Date

Persons under 18 must present a signed and/or notarized release before their pass may be issued. If the individual using the pass is under 18, the Parent or Legal Guardian must sign.

I, _____, as parent/guardian of this minor, have the authority to enter into this agreement on behalf of said minor and on behalf of any other parent/guardian of said minor. I have read the contract, and understand its contents, and agree on behalf of said minor and on my own behalf to the terms and conditions in this contract.

Parent/Guardian Signature

Print Parent/Guardian Name

Date

PASS HOLDER:

Name: _____ Age: _____ Date of Birth: _____ \$: _____

Mailing Address _____

City: _____ State: _____ Zip Code: _____

Daytime Phone: _____ Email: _____

BUYER:

We accept cash, money order, Mastercard, Visa & Discover. (Please do not mail cash.) When enclosing a check, you must include your Driver's license Number. When using a credit card, please complete the following information:

Card # _____

Type: MC Visa Disc. Expiration: _____ CC ID #: _____

Signature of card holder: _____

Name as it appears on card: _____