

MT. BAKER SKI AREA, INC.
RELEASE AGREEMENT & SEASON PASS AGREEMENT
Acknowledgement of Risks and Hazards and Agreement Not To Sue

If either the minor or legal guardian are unwilling to assume all the risks associated with all mountain activities, including "Winter Ride" activities at the ski area, and use of any Mt. Baker Ski Area facilities, services, and/or equipment, or if this document is altered in any way, the minor will NOT be authorized to participate in any "Winter Ride" activities at the ski area and/or use a Mt. Baker Ski Area Season Pass.

This RELEASE AGREEMENT pertains to participation in all mountain activities, including "Winter Ride" activities, and/or any use of Mt. Baker Ski Area facilities, services, equipment, and/or Season Pass.
NOTE: Mt. Baker Mountain Policies and Guidelines are posted in the Trail Map, at the ski area and on our website: www.mtbaker.us.

This Release Agreement **APPLIES TO BOTH THE PARENT/LEGAL GUARDIAN** ("the Legal Guardian") **AND THE MINOR** ("the Minor") named in this Agreement. The terms "We" and "Our" refer to both the Legal Guardian and the Minor and remain enforceable even if only one Party signs the Agreement.

We agree and acknowledge that by participating in any mountain activities, including "Winter Ride" activities at the ski area, and/or using any Mt. Baker Ski Area facilities, services, equipment, and/or a season pass, **WE ARE SUBJECT TO THE FOLLOWING RULES AND CONDITIONS OF USE BY MT. BAKER SKI AREA, INC. AND AGREE TO THESE TERMS:**

1. We understand that as visitors to Mt. Baker Ski Area we will encounter an ever-changing and at times severe mountain environment. **WE UNDERSTAND THAT OUR SAFETY IS NOT GUARANTEED.**
2. We understand that it is **OUR RESPONSIBILITY TO BE SAFETY CONSCIOUS AT ALL TIMES, TO RESPECT ALL WARNING SIGNS, AND TO USE COMMON SENSE AND ACT RESPONSIBLY** for our own safety and the safety of others while at Mt. Baker Ski Area.
3. We understand that **WE MAY BE SERIOUSLY HURT**, including fatal injuries, using the facilities, services, and/or equipment of Mt. Baker Ski Area. **WE ACCEPT FULL RESPONSIBILITY FOR ALL MEDICAL EXPENSES INCURRED** as a result of the Minor's participation in any mountain activities, including "Winter Ride" activities at the ski area, and/or using any Mt. Baker Ski Area facilities, services, equipment, and/or a season pass.
4. **WARNING: RISK OF AVALANCHE.** We understand that while snow safety and avalanche mitigation efforts by Mt. Baker Ski Area may help reduce the risk of avalanches, avalanches and snow slides may occur at ski areas, both inside and outside of posted boundaries. **AVALANCHES ARE AN INHERENT RISK OF THE SPORT** due to the characteristics of snow and its variable nature in the ever-changing mountain environment. We understand that we are responsible for becoming educated about snow safety and using this education to reduce the risk of injury or death to either of us through our own actions and awareness. See www.nwac.us, www.avalanche.org, and www.deepsnowsafety.org for more information.
5. We acknowledge and fully understand that **SKIING AND SNOWBOARDING ARE ACTION SPORTS CARRYING SIGNIFICANT RISK OF SERIOUS PERSONAL INJURY, DEATH OR PROPERTY DAMAGE.** We understand the nature of skiing and snowboarding activities including riding chair lifts and tows, changing snow conditions, and avalanches. We also know that there are a variety of natural environmental conditions and risks that may cause serious injury or even death and we understand that there may be other risks including those not known to us or not reasonably foreseeable at this time. We believe with the Minor's experience and capabilities and current physical condition the **MINOR IS QUALIFIED TO PARTICIPATE IN SKI, SNOWBOARD, and MOUNTAIN ACTIVITIES AND HAS NOT BEEN ADVISED OTHERWISE BY A MEDICAL PROFESSIONAL.**
6. We **AUTHORIZE AND CONSENT TO ANY FIRST AID**, medical treatment or transport for the Minor that is deemed appropriate by a Mt. Baker first aid provider acting within the scope of his or her training.
7. All visitors to the ski area are expected to adhere to **ALL MT. BAKER SKI AREA MOUNTAIN POLICIES AND GUIDELINES.** We understand that **VIOLATION** of any of these policies **MAY RESULT IN FINES, SUSPENSION OR REVOCATION OF OUR SKIING OR SNOWBOARDING PRIVILEGES, INCLUDING ALL "WINTER RIDE" ACTIVITIES AT THE SKI AREA, WITHOUT REFUND, AS WELL AS POSSIBLE PERMANENT TRESPASS FROM THE SKI AREA.** Infractions of any of these policies will remain on file and may affect eligibility for future use of Mt. Baker facilities, services and/or equipment.
8. We understand and acknowledge the following: **WARNING- SKIING, SNOWBOARDING, and MOUNTAIN ACTIVITIES ARE HAZARDOUS, CARRY SIGNIFICANT RISK OF SERIOUS PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, AND THE ENTIRE SKI AREA EXISTS IN A HAZARDOUS MOUNTAIN ENVIRONMENT.** Dangers include but are not limited to: Avalanches, sliding or falling snow, bare spots, variation and changes in snow, ice and terrain along with bumps, deep snow, tree wells, creeks, holes, moguls, stumps, forest growth and debris, rocks, cliffs, extreme terrain, risk-creating weather conditions, freestyle terrain, jumps, terrain modifications, equipment including but not limited to lifts and snow machines, collisions with structures, machines or devices and the **MANY OTHER HAZARDS THAT MAY EXIST WITHIN THE MOUNTAIN ENVIRONMENT OF THE SKI AREA. SUCH DANGERS ARE RECOGNIZED AND ACCEPTED** whether they are marked or unmarked, on or off the slopes and they may occur without warning. Falls and collisions with other people do occur and **WE ASSUME ALL RISKS AS WELL AS THE RESPONSIBILITY TO SKI OR SNOWBOARD UNDER CONTROL AT ALL TIMES.**
9. We understand that helmets, safety equipment, proficiency checks, supervision and/or enforcement of rules **DO NOT AND CANNOT GUARANTEE OUR SAFETY.**
10. We understand that Mt. Baker Ski Area mountain activities may include **RIDING CHAIR LIFTS or TOWS.** We understand **THERE ARE INHERENT RISKS AND DANGERS WHEN RIDING CHAIR LIFTS AND TOWS and IT IS OUR RESPONSIBILITY TO BE FAMILIAR WITH PROPER LOADING, RIDING, AND UNLOADING TECHNIQUES, PROCEDURES, AND BEHAVIOR.** We are responsible for maintaining appropriate and safe chair lift and tow riding behavior and practices and assume all the risks associated with loading, riding, unloading, and all activities related to the use of chair lifts or tows. We also understand that if the Minor rides a chair lift, he or she may ride the lift with an instructor, with other students, with a member of the public, or alone. We also agree that we will not attempt to ride a chair lift or tow until willing to fully assume all risks associated with loading, riding, and unloading chair lifts and tows.
11. We understand that the **MINOR MAY BE PHOTOGRAPHED** and we agree to allow any photos, video or film likeness of the Legal Guardian or the Minor to be used for any legitimate promotional purpose by Mt. Baker Ski Area, Inc.
12. We understand that **PHYSICAL ASSISTANCE IS A NORMAL PART OF SPORTS COACHING** and is often necessary and appropriate to teach a skill, spot a skill for safety, console or congratulate a participant. The Minor may receive such assistance as part of "Winter Ride" activities and either the Minor or the Legal Guardian will notify the Mt. Baker supervisor or instructor if the Minor does not want to receive such assistance.
13. We understand that any instruction or coaching the Minor may receive is a suggestion, and that the **MINOR IS THE SOLE JUDGE OF HIS OR HER ABILITY**, and is responsible for his or her actions as a skier/snowboarder and during all activities at the ski area. Information about ability levels is available at the instruction desk and at www.mtbaker.us.
14. **THE USE OF HELMETS IS RECOMMENDED** though this is a personal choice.
15. Mt. Baker Ski Area reserves the right to close any or all facilities or cancel or postpone any "Winter Ride" activities due to circumstances under its control or beyond its control: i.e., weather, lack of snow, road closures, etc. **FACILITY, LIFT OPERATION, AND DURATION OF SKI AREA ACTIVITIES MAY VARY.** We understand that season opening and closing dates and "Winter Ride" activity dates are at the discretion of Mt. Baker Ski Area and may vary from printed schedules. **NO REFUNDS OR CREDITS ON THE PURCHASE OF "WINTER RIDE" ACTIVITIES OR EQUIPMENT WILL BE ISSUED** for sessions which run the original quantity of dates scheduled, and **NO REFUNDS OR CREDITS ON THE PURCHASE OF A MT. BAKER SEASON PASS WILL BE ISSUED** due to variations in facility and/or ski area operation during the 2017-2018 season.
16. At no time after payment is received is the pass **REFUNDABLE, TRANSFERABLE AND/OR EXCHANGEABLE.** This pass is valid only during the 2017-2018 season. This pass may be used only by the original owner. **ANYONE USING A FORGED, UNAUTHORIZED, STOLEN OR TRANSFERRED SEASON PASS WILL BE CONSIDERED A TRESPASSER AND ISSUED A MINIMUM OF A \$700 FINE AND FACE FELONY**

**RELEASE AGREEMENT CONTINUED ON OTHER SIDE OF DOCUMENT
PLEASE TURN OVER, READ, COMPLETE, AND SIGN**

