

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/ski-area-info/safety-education/mtn-safety

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. The Legal Guardian understands it is his/her responsibility to, at a minimum but not limited to those outlined in the agreement, **INFORM AND EDUCATE BOTH THEMSELVES AND THE MINOR PASSHOLDER** about all Mountain Policies and Guidelines, safety information, use of all facilities including chair lifts and tows, and the risks of skiing, snowboarding, and mountain activities.

2. We understand that as visitors to Mt. Baker Ski Area we will encounter a rugged, ever-changing, and at times severe mountain environment. **WE UNDERSTAND THAT OUR SAFETY IS NOT GUARANTEED.**

3. We understand that for our own safety and the safety of others it is **OUR RESPONSIBILITY TO USE GOOD JUDGEMENT AND BE SAFETY CONSCIOUS AT ALL TIMES, TO RESPECT ALL WARNING SIGNS, TO USE COMMON SENSE AND ACT RESPONSIBLY, AND ADHERE TO POLICIES AND GUIDELINES** while at Mt. Baker Ski Area.

4. 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 AND/OR ECONOMIC LOSSES OR DAMAGES** 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.

5. **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 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.

6. We acknowledge and fully understand that **SKIING, SNOWBOARDING, AND MOUNTAIN ACTIVITIES ARE ACTION SPORTS CARRYING SIGNIFICANT RISK OF SERIOUS PERSONAL INJURY, DEATH OR PROPERTY DAMAGE.** We understand the nature of skiing, snowboarding, and mountain activities including riding chair lifts and tows, changing snow conditions, and avalanches. We also know that there are a variety of natural environmental and manmade 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 understand these risks, which independently or in combination with our activities or the acts of others, may cause property damage, severe social and economic losses, permanent disability, severe or even fatal injuries to ourselves or others which may result from our actions or inactions, negligence of others, the condition of the premise, and/or any equipment used. 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.**

7. 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.

8. 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.

9. 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, snow immersion suffocation, 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, snowmobiles, collisions with structures, machines or devices and the **MANY OTHER HAZARDS, INCLUDING MANMADE OR NATURAL, 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.**

10. We understand that helmets, safety equipment, proficiency checks, supervision and/or enforcement of rules **DO NOT AND CANNOT GUARANTEE OUR SAFETY.**

11. 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 good judgement, and 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.

12. 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.

13. 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.

14. 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.

15. **THE USE OF HELMETS IS RECOMMENDED** though this is a personal choice.

16. 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 2018-2019 season.

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

CONTINUED FROM OTHER SIDE OF DOCUMENT

17. At no time after payment is received is the pass **REFUNDABLE, TRANSFERABLE AND/OR EXCHANGEABLE**. This pass is valid only during the 2018-2019 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 CHARGES AND PROSECUTION. ANY ATTEMPT to resell or transfer use of the pass subjects the user of the pass as well as the passholder to FINES AND PROSECUTION under Washington State Law, as well as revocation of all skiing and snowboarding privileges at Mt. Baker Ski Area.**
18. In the event the **SEASON PASS IS FORGOTTEN**, the passholder must **PURCHASE A DAILY LIFT TICKET** at the full daily lift ticket rate.
19. If lost or stolen, this pass shall be immediately reported to the White Salmon Administrative Office. There will be a **\$75.00 REPLACEMENT COST AND A ONE WEEK WAITING PERIOD** from the time the pass is reported missing to the White Salmon Administrative Office. Positive ID is required to receive a replacement pass.
20. The Mt. Baker Ski Area season pass will be used in place of the daily lift ticket. The **PASS MUST BE VISIBLE** to authorized ski area personnel and to the lift attendants every time before loading onto the lifts. **THE PASS WILL BE VOID IF ALTERED OR DEFACED IN ANY WAY** and the passholder will be responsible for a \$40 reprint fee at the discretion of an authorized Mt. Baker supervisor.
21. All rental equipment information that has been provided on the purchase form is true and correct. **WE HAVE MADE NO MISREPRESENTATIONS TO MT. BAKER SKI AREA ABOUT THE MINOR'S HEIGHT, WEIGHT, AGE OR SKIING/SNOWBOARDING TYPE**. We agree that the Minor will not use any rental equipment until he or she understands how the equipment works and has received proper instruction and satisfactory answers to any questions. If at any time this equipment does not seem to be working properly, the Minor will stop using it immediately and return it for inspection and possible repair. We understand that any rental equipment issued to the Minor is for his or her use only.
22. We understand that the ski-boot-binding system will release the boot from the ski when certain forces on the system reach preset values, but that it will **NOT RELEASE OR RETAIN** at all times where release or retention may prevent injury, and that it **CANNOT** prevent all injuries or guarantee the user's safety. We understand and agree that unwanted release or retention of bindings is an inherent risk of using any ski-boot-binding system. We further agree and understand that the ski-boot-binding system does **NOT ELIMINATE THE RISK** of injuries or death. If snowboard equipment is being furnished, we understand that these systems normally will **NOT RELEASE** in falls and accidents and that they do **NOT PROTECT** against any type of injury.
23. We agree that **IT IS THE MINOR'S RESPONSIBILITY TO VERIFY THE VISUAL INDICATOR SETTINGS ON THE BINDING SYSTEM OF ANY EQUIPMENT ISSUED TO HIM OR HER** and that our signatures on this form or the Minor's initials on the Multi-Week Rental Card indicate that we understand and agree with the settings on the equipment provided to him or her.
24. We agree that the **MINOR WILL VERIFY AND ACCEPT FOR USE, AS IS, ANY EQUIPMENT PROVIDED TO HIM OR HER**. We accept full responsibility for the care of the equipment while it is in the Minor's possession. We furthermore agree to return all rental equipment by the agreed date and time in clean condition to avoid any additional charges.
25. **WE WILL BE RESPONSIBLE FOR THE REPLACEMENT, AT FULL RETAIL VALUE**, of any equipment issued to the Minor from Mt. Baker Ski Area in the event of any loss, theft or damage of any kind, other than reasonable wear and tear, which results while the equipment provided to the Minor is in his or her possession.

26. A) The Legal Guardian voluntarily agrees to **RELEASE, INDEMNIFY and HOLD HARMLESS Mt. Baker Ski Area, Inc., its owners, land owners, directors and officers, employees, sponsors, and agents ("Mt. Baker")** from any and all claims related in any way to participation in "Winter Ride" activities at the ski area or any other mountain activities, as well as use of Mt. Baker ski area facilities, services and/or equipment, including any and all claims for death, personal injury, property damage, social losses, economic losses, financial hardship, damages, theft, financial loss, or actions of any kind, including negligence. The Minor also agrees to this clause as permitted by law.
- B) The Legal Guardian further agrees to **RELEASE, INDEMNIFY and HOLD HARMLESS the manufacturers and distributors of any rental equipment issued to the Minor, and their owners, agents, employees, and affiliated companies** from any and all claims relating to use of Mt. Baker equipment, including any and all claims for death, personal injury, property damage, theft, financial loss, or actions of any kind, including negligence. The Minor also agrees to this clause as permitted by law.
- C) We understand that Mt. Baker Ski Area is not affiliated with any other entities, organizations, groups, clubs or persons involved in the coordination or organization of transportation of individuals to the Mt. Baker Ski Area and/or related activities. Further, the Legal Guardian agrees to **RELEASE, INDEMNIFY and HOLD HARMLESS the coordinators, chaperones, volunteers, school district, club, group, and/or organization** responsible for such coordination and/or related activities for any and all claims related to use of Mt. Baker facilities and/or "Winter Ride" activities at the ski area; this includes any and all claims for death, personal injury, property damage, theft, financial loss, or actions of any kind, including negligence. The Minor also agrees to this clause as permitted by law.
- D) The Legal Guardian agrees to pay any and all legal fees incurred by Mt. Baker Ski Area, Inc. which may arise from any claims, actions or lawsuits by or on behalf of the Legal Guardian, the Minor, our heirs, executors, or administrators.
- E) This **RELEASE/INDEMNIFICATION** clause shall be construed broadly to provide **INDEMNITY and RELEASE OF LIABILITY** to the maximum extent permissible under applicable law. This **RELEASE AGREEMENT** is governed by the Laws of the State of Washington and venue for any disputes regarding this **AGREEMENT** and/or use of the Mt. Baker Ski Area facilities, services, and/or equipment will be in the Superior Courts of Whatcom County. If any part of this **RELEASE** is deemed unenforceable, all other parts shall be given full force and effect.

We certify that we have READ, UNDERSTAND and ACCEPT the terms of this Agreement, and freely accept and assume the risk that we can suffer property damage, financial hardship, social losses, damages, illness, severe personal injury or even death by using the Mt. Baker Ski Area facilities, services and/or equipment, and/or by participating in mountain activities and associated activities, including "Winter Ride" activities, not only in ways described, but also in ways that are unknown and unexpected, even if we follow instructions or advice. We have had sufficient opportunity to read this entire document and we understand and agree to Mt. Baker's purchase terms and policies of this Release Agreement and Season Pass Agreement. We have reviewed a copy of Mt. Baker's Mountain Policies, Your Responsibility Code, Using Chair Lifts, and Washington State Law RCW 79A.45.030, which are available on the website, trail map, and/or posted at the ski area and we understand and agree to the terms of these policies.

WE HAVE REVIEWED AND UNDERSTAND THE RISKS, HAZARDS, TERMS, AND POLICIES OUTLINED IN THIS DOCUMENT. WE AGREE NOT TO SUE MT. BAKER SKI AREA, INC.

MINOR
age 7 & up sign here

PRINTED NAME

SIGNATURE

DATE

mo / day / yr

LEGAL GUARDIAN

PRINTED NAME

SIGNATURE

DATE

mo / day / yr