

Mt. Hood Fusion Season Pass Agreement and Release



Office Use Only

Payment Type	Ski Area	Date	Amount	Rec'd By	Pass #

PLEASE PRINT

Pass Holder Name: _____ M F Date of Birth: _____ Age _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____

E-mail: _____

PLEASE READ CAREFULLY! THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN RIGHTS.

The purchaser, holder and/or user of this pass or any person named on the pass application ("PASS HOLDER") understands that skiing, snowboarding, snowskating, bicycling, racing, the use of chairlifts, the use of terrain parks and jumps, the mountain environment, commercial filming, sports event production, sports events, snowmobiles, snowcats, vehicle shuttle transportation, and any other sports or related activities, including training for such activities (collectively referred to as "Sports Activities") are hazardous and that injuries are common. I have made a voluntary choice to participate in such Sports Activities (or to allow my child to do so) despite the risks that they present. I hereby voluntarily agree to assume all risks associated with Sports Activities.

In consideration for lift access, participation in Sports Activities, and the use of any other area facilities, premises, or equipment, I hereby agree to release, hold harmless, and indemnify R.L.K. and Company, dba Timberline Ski Area, and Mt. Hood Skibowl, LLC and its members, directors, officers, employees, affiliates, contractors, volunteers, organizers, sponsors, and agents (collectively referred to as "Timberline", "Skibowl", and/or "The Ski Areas") from any and all claims by me or on my behalf against The Ski Areas arising directly or indirectly out of my participation in Sports Activities and/or the use of any area facilities, premises, or equipment. This release includes claims and liabilities arising from any cause whatsoever, including, but not limited to, negligence on the part of The Ski Areas. I also agree to indemnify (including costs and attorney fees) The Ski Areas for any claim brought on behalf of any minor Participant.

I agree to abide by the Skier Responsibility Code, ORS 30.990, and any rules, regulations, directions, signage, warnings, and/or orders of The Ski Areas. If I do not, I understand that The Ski Areas may, among other things, revoke my Sports Activities privileges.

In the event of any claims or litigation arising out of or in connection with participation in any activity at The Ski Areas, the venue for legal proceeding shall be Clackamas County, Oregon. If any term is declared to be invalid hereunder, the remaining terms of this Agreement shall continue to be enforceable. This Agreement is governed by Oregon law.

I hereby irrevocably grant and convey to The Ski Areas all right, title and interest in and to record my name, image, voice, statements and/or writings including any and all photographic images and video or audio recordings at The Ski Areas. I further irrevocably grant to The Ski Areas unrestricted rights to use the above mentioned sound, still, or moving images in any medium, including posting on the internet and world wide web, for educational, promotional, advertising, or other purposes without limitation consistent with the mission of The Ski Areas. I agree that all intellectual property rights to the sound, still, or moving images belong to The Ski Areas. I voluntarily waive the right to inspect or approve such images and waive my right to any royalties, proceeds or other benefits derived from such photographs or recordings.

THIS RELEASE IS EFFECTIVE ON THE DATE PASS HOLDER SIGNS THE PASS APPLICATION (OR ON THE FIRST DAY OF THE SEASON IN WHICH THE PASS IS ISSUED, WHICHEVER IS EARLIER) AND CONTINUES IN EFFECT FOR EACH YEAR THEREAFTER IN WHICH PASS HOLDER PURCHASES, HOLDS, AND/OR USES A PASS AT THE SKI AREAS.

Pass Holder agrees to be bound by the following terms and conditions:

The Ski Areas reserve the right to change opening and closing dates, operating hours, number of days open and restrict access to any lift and/or terrain at any time based on weather, snow, crowds, special events, or any other conditions or reasons.

The Ski Areas also reserve the right to determine the number of lifts in operation or area available for use at any given time based on snow, weather, or any other conditions or reasons.

Failure to abide by the Skier Responsibility Code, Oregon Ski Statutes, ski area boundaries and/or signage and/or any other direction or order of the Ski Area will result in Pass revocation.

Each Pass expires no later than the end of the winter season in which it was issued.

The Pass privilege is sold to an individual for personal use and is nontransferable. Re-selling or allowing another person to use this Pass constitutes theft of services and is punishable by law, in the event of transfer, or use by another person, or anything else which in The Ski Area's opinion is misconduct, misuse, or a nuisance the management reserves the right to revoke the pass at any time without refund. The Pass remains the property of The Ski Areas and may be revoked at anytime with no refund.

Pass Holder agrees to surrender the Pass upon demand by The Ski Area's staff.

Pass Holder agrees to visibly wear the Pass and present it when boarding any lift and upon demand for inspection.

It is the Pass Holder's responsibility to secure the pass, if pass is lost the pass holder is responsible to pay the replacement fee regardless if Pass Holder uses a product of The Ski Areas to secure the pass. A lost pass must be reported to The Ski Areas. Pass Holder may purchase a replacement pass for \$25. Only one replacement pass will be issued during a season.

The Pass is non-refundable.

I have carefully read and understand this Agreement and all of its terms. I understand that this is a release. I enter into this Agreement voluntarily and understand that it is binding upon me and my heirs and representatives.

PASS HOLDER PRINT NAME: _____

PASS HOLDER SIGNATURE: _____ DATE: _____

PARENT OR GUARDIAN PRINT NAME: _____

PARENT OR GUARDIAN SIGNATURE: _____ DATE: _____