

SUGAR BOWL 2009/2010 SEASON PASS AGREEMENT

Pass Holder's Name _____ (each adult pass holder must sign separately)

As a condition of holding this Pass, and in return for being permitted to use the facilities of Sugar Bowl, **I understand and agree to the following Conditions of Issuance for a season pass:**

1. This pass is valid for the 2009/2010 season, as long as the lifts are in operation, but I understand that Sugar Bowl does not guarantee snow conditions or amount of skiable days in the season and I am not entitled to any refund or credits due to snow, wind or weather conditions. I understand that Sugar Bowl reserves the right to restrict use of my pass for any reason or to close the ski area for any special function.
2. For Slightly Restricted, Summit Sunday and Midweek Plus pass holders: Slightly Restricted, Summit Sunday and Midweek Plus passes are not valid during holiday periods. **Holiday periods consist of the following dates: 12/26/09-1/2/10; 1/16-1/17/10 and 2/13-2/15/10.** I agree to pay the daily lift ticket price on any day my pass is not valid. If I am found using lifts on a day my pass is not valid, I will pay the lift ticket price and leave the premises immediately. After the second offense, I understand that I will be issued a ticket from the Placer County Sheriff's office, which will require my appearance in court. After the third offense, I understand that my pass will be revoked without refund. I understand and agree that the terms and conditions on this two page agreement are valid and enforceable on any day I ski/snowboard or use the facilities at Sugar Bowl.
3. I must have my pass with me to be entitled to use the lifts and ski/snowboard at this resort. I understand that Sugar Bowl will issue one complimentary lift ticket if I forget my pass. This ticket is for the pass holder's use only. If the pass is forgotten a second time, I will purchase a lift ticket before accessing the lifts. I further understand that the reported forgotten pass will be listed as lost for the day that the complimentary ticket is issued, and reported if used. This policy may be changed or revoked at any time.
4. If I lose my season pass, I must report it immediately. The cost to replace the season pass is \$25 after a seven day waiting period.
5. My season pass is the property of Sugar Bowl, and is non-transferable, non-assignable, non-refundable, and I will not let any other person use this pass or its privileges, and if I do, Sugar Bowl will revoke and terminate the Pass without refund immediately. I understand that use of my pass by anyone other than me shall constitute fraud and may result in criminal prosecution.
6. If Sugar Bowl management determines that my behavior, while on or using any of Sugar Bowl's premises, is not in accordance with the Placer County Skier Responsibility Code and/or California Penal Code or is considered misconduct, management may revoke my pass without refund or credit.
7. Sugar Bowl does not maintain, monitor, or patrol terrain beyond the ski area boundary (as outlined on the trail map). I assume all responsibility for travel beyond the boundary and I understand that I will be charged for any rescue efforts, if available.
8. An un-issued pass may be credited toward a pass purchase for next season. Issued passes may be credited due to injury on a prorated system based on the season start date. The pass holder must request credit in writing with a letter from a physician stating the nature and date of the injury.
9. I agree to present my pass for scanning or visual inspection when asked by any Sugar Bowl employee at any time.
10. I agree to read the Placer County Skier Responsibility Code (provided below) and to follow it whenever I ski/snowboard at Sugar Bowl. I further understand that the California Penal Code states that the following misdemeanors are punishable by a fine of up to \$1,000: (1) Skiing/Riding within or entering a CLOSED area [PC 602(r)]; and (2) Leaving the accident scene if involved in a collision, except to notify authorities or obtain assistance [PC 653i].

RESPONSIBILITY CODE:

1. Always stay in control and be able to stop or avoid others.
2. People ahead of you have the right of way. It is your responsibility to avoid them.
3. You must not stop where you obstruct a trail or are not visible from above.
4. Whenever starting downhill or merging into a trail, look uphill and yield to others.
5. Always use devices to help prevent runaway equipment.
6. Observe all posted signs and warnings. Keep off closed trails and areas.
7. Before using any lift, you must have the knowledge and ability to load, ride and unload safely.

THIS IS A TWO PAGE AGREEMENT, DO NOT SIGN IT UNLESS YOU UNDERSTAND IT AND AGREE WITH ITS TERMS.

RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

By signing this Release of Liability and Indemnity Agreement, I acknowledge that I or my child (collectively herein, "I", "my", or "me") have chosen to participate in winter sports activities and/or other recreational activities, including but not limited to skiing, snowboarding, and all other snow sports at Sugar Bowl (collectively herein, "the sport"). I understand that my participation in the sport poses risks of INJURY and DEATH. The risks include, but are not limited to, loss of control, collisions with other skiers or snowboarders, collisions with natural and man-made objects, including trees, rocks, fences, lift towers, snow making equipment, and over-snow vehicles. The risks also include variations in terrain and snow conditions, surface and subsurface snow conditions, bare spots, bumps, moguls, ice, stumps, forest growth and debris, erosion control devices, rocks, cliffs, steep terrain, avalanches, and traveling in the mountains. The risks further include those associated with participating in the sport beyond the ski area boundary and in the backcountry, which pose additional hazards because such areas are not patrolled and are without avalanche control. Other risks include those associated with the use of the facilities, including mountain transportation, lifts, terrain parks, half pipes, and other park features, walking in lodges and parking lots, and participating in lessons, races, and special events (collectively, "use of the facilities"). Despite these risks and all other risks, and **TO THE FULLEST EXTENT ALLOWED BY LAW, I AGREE TO EXPRESSLY ASSUME ALL RISKS OF INJURY OR DEATH** that might be associated with or arise out of my participation in the sport or use of the facilities.

I understand that if I enter a terrain park, I must inspect the elements and terrain before I ski or ride over them to evaluate the risks and degree of difficulty before participating. I understand that throughout the day snow conditions and terrain features will change. I am solely responsible for knowing and understanding my ability to encounter all terrain features.

In consideration for being permitted to participate in the sport and to use the facilities, **I AGREE TO RELEASE FROM ANY LEGAL LIABILITY AND AGREE NEVER TO SUE** Sugar Bowl Corporation, the United States of America, Department of Agriculture, United States Forest Service, special event organizers, sponsors, and all of their successors, heirs, assigns, directors, officers, partners, investors, shareholders, members, agents, employees, owners, landowners, parent and subsidiary companies, and affiliated companies (collectively herein, "Sugar Bowl") for injury or death resulting from my participation in the sport or use of the facilities, regardless of the cause, including the alleged **NEGLIGENCE** of Sugar Bowl. I further **AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS SUGAR BOWL** for any claims, lawsuits, damages, attorney fees, costs or judgments arising out of my participation or my child's participation in the sport or use of the facilities.

I UNDERSTAND THIS IS A RELEASE OF LIABILITY THAT IS VALID FOREVER, and will apply whenever I participate in the sport or use the facilities at Sugar Bowl. I understand that this **RELEASE OF LIABILITY** will prevent me, my child, or my heirs from filing suit or making any claim for damages in the event of injury or death from my participation in the sport or use of the facilities. Additionally, in the event I file or my child or any legal representative files a claim or a lawsuit arising out of my participation in the sport or the use of the facilities at Sugar Bowl, **I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS** Sugar Bowl for any damages, attorney's fees, or costs arising out of such a claim or a lawsuit. With a full understanding of this agreement, I nevertheless enter into this agreement freely and voluntarily and agree that it is binding upon me, my child, my heirs, assigns and legal representatives.

I understand that by signing this agreement, I agree to be bound by the terms of the Conditions of Issuance and Indemnification and Release of Liability. I understand and agree that this agreement is severable and that if any clause is found to be invalid, the offending clause will be stricken and the balance of the contract will remain in effect and will be valid and enforceable. I agree that any action will be brought in the County of Placer, State of California, or alternatively, in a court of competent jurisdiction in the State of California. Any disputes will be subject to and determined under the laws of the State of California.

Signature of Passholder: _____ Date: _____

Prospective Passholders under the age of 18 years are required to have a parent or legal guardian read and sign.

Print name of Parent or Legal Guardian _____ Relationship: Parent Legal Guardian

Signature of Parent/Legal Guardian: _____ Date: _____

Date issued: _____ Pass #: _____ Issued by: _____