



## GOLD PASS RULES/INDEMNITY AGREEMENT AND RELEASE

Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Shipping Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Contact Phone \_\_\_\_\_

E-mail \_\_\_\_\_ Company \_\_\_\_\_

### GOLD PASS RULES

Your Ski California Gold Pass ("Pass") is for your use and enjoyment, but it is also a revocable privilege. Listed below are some rules and guidelines that can make your experience safe and enjoyable. This is a partial list; always use good judgment for the safety of yourself and others.

1. Ultimate responsibility for how the Pass is used rests with **YOU**, the Pass owner. Anyone using the Pass must adhere not only to the rules stated here, but also to all rules, regulations, policies, and procedures of Participating Resorts (listed below). The Pass owner is responsible for ensuring that anyone using his/her Pass is fully aware of these rules. If someone uses and/or abuses your Pass, your Pass may be revoked, suspended, and/or terminated without replacement to you, the Pass owner.
2. If management and/or ski patrol for any Participating Resort believe that the Pass user's behavior or conduct is inappropriate or unsafe, they have the right to suspend or revoke the Pass without the Pass owner having any right to refund or reimbursement.
3. The Pass is not for resale and BECOMES INVALID IF RESOLD. The Pass is transferable between individuals at the Pass owner's discretion. Although the Pass is transferable, LIFT TICKETS ARE NEVER TRANSFERABLE AND CANNOT BE SOLD or otherwise distributed.
4. The Pass is valid for only one lift ticket per day at one Participating Resort per day. Only one person may use the Pass each day. Each Pass may not be used more than 50 times at any one Participating Resort during a single winter season. Any violations will be reported to Ski California, which reserves the right to CANCEL a Pass that has been misused – without reimbursement. Participating Resorts where violations of law occur may also prosecute individuals independently. We work closely with Participating Resorts to prevent ticket fraud.
5. If a Pass is lost, missing, or stolen, please notify our office immediately by emailing [goldpass@skicalifornia.org](mailto:goldpass@skicalifornia.org). A replacement Pass will be sent for a replacement/shipping fee of \$40.00.
6. Each Pass is valid only for the winter season for which it was purchased. Participating Resorts cannot guarantee snow conditions or the number of usable days of the Pass, and refunds are not available based on snow conditions.
7. Pass users must keep out of all areas marked "Closed." Pass users who travel beyond any Participating Resort boundary agree to assume all risks of doing so, including being charged for any rescue, if available.
8. Pass users must read and follow each and every rule stated by Participating Resorts, in "Your Responsibility Code," and all applicable laws of the state in which the Pass is used.
9. Participating Resorts reserve the right to restrict the use of a Pass for any reason or to close the resorts, or portions of the resorts, for any reason.
10. Ski California may amend and modify the terms of the Pass program and eligibility for the Pass program at any time.
11. Each time the Pass is used, such use will constitute a renewal and reaffirmation of the Pass user's acceptance of this entire Agreement, even if the actual user of the Pass is someone other than the person executing this Agreement.

**PAYMENT:** Enter credit card information below, or make checks and money orders payable to **California Ski Industry Association** and send with completed Application to **1390 N. McDowell Blvd., Suite G, #152, Petaluma, CA 94954**. Credit card purchasers may fax (415-997-4060) or email ([goldpass@skicalifornia.org](mailto:goldpass@skicalifornia.org)) the complete application.

Card Holder Name: \_\_\_\_\_ Card Holder Signature: \_\_\_\_\_

Card Number: \_\_\_\_\_ Card Code: \_\_\_\_\_ Billing Zip Code: \_\_\_\_\_ Exp. Date: \_\_\_\_\_ Number of Passes: \_\_\_\_\_

**THIS IS A LEGALLY BINDING 2-PAGE DOCUMENT – DO NOT SIGN IT UNLESS YOU AGREE TO BE BOUND BY ITS TERMS**

## INDEMNITY AGREEMENT AND RELEASE OF LIABILITY

I acknowledge that I have voluntarily applied to purchase a Pass, and doing so requires agreement to the terms and conditions of this entire Agreement. I, my child, and/or the user of the Pass (collectively herein, "I," "me," or "my") acknowledge that I have chosen to participate in winter sports activities and/or other recreational activities, including but not limited to, alpine skiing, snowboarding, Nordic skiing, telemark skiing, and all other forms of winter recreation available to Pass holders (collectively, "sports") through the following participating resorts:

Auburn Ski Club	Heavenly Mountain Resort	Mt. Rose Ski Tahoe	Snow Valley Mountain Resort
Bear Mountain Resort	Homewood Mountain Resort	Mt. Shasta Ski Park	Soda Springs Mountain Resort
Bear Valley Cross-Country	June Mountain	Northstar California	Squaw Valley   Alpine Meadows
Bear Valley Mountain Resort	Kirkwood Mountain Resort	Northstar California Cross-Country	Sugar Bowl Ski Resort
Boreal Mountain Resort	Kirkwood Cross-Country Ski Area	Royal Gorge Cross-Country	Tahoe Cross-Country
China Peak Mountain Resort	Lee Canyon	Resort	Tahoe Donner Downhill Ski Area
Diamond Peak Ski Resort	Mammoth Mountain Ski Area	Sierra-at-Tahoe	Tahoe Donner Cross-Country
Dodge Ridge Ski Area	Mountain High Resort	Snow Summit Mountain Resort	Tamarack Lodge Resort

I understand that my participation in the sports poses numerous inherent and other risks of **INJURY** and **DEATH** to me, including, but not limited to, the risks posed by changes in terrain and snow conditions; surface and subsurface snow conditions; icy, firm, or hard snow; unmarked obstacles; thin snow cover; bare spots; bumps; moguls; stumps; forest growth and debris; erosion control devices; rocks; cliffs; steep terrain; deep snow; and avalanches and avalanche debris. I also understand that the sports involve risks posed by loss of balance; loss of control; falling; sliding; and collisions with trees, rocks, fences, racing and timing equipment, terrain features (natural or man-made), other participants and/or spectators, snowmaking or snow grooming equipment and their components, snowmobiles and other over snow vehicles, and all manmade or natural obstacles (padded or not) whether they are obvious or not. Other risks include those associated with loading, riding, and unloading lifts; using terrain parks, half pipes, rails and other features; using mountain transportation; walking in lodges and parking lots; traveling in the mountains and beyond the ski area boundary; and participating in lessons, races and special events (collectively, "use of the facilities"). Despite the foregoing risks and all other risks associated with the sports and use of the facilities, 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 sports or use of the facilities.

In consideration for being permitted to participate in the sports and to use the facilities with my Pass, **I AGREE TO RELEASE FROM ANY LEGAL LIABILITY AND AGREE NEVER TO SUE** the participating resorts listed above, the California Ski Industry Association (aka Ski California), the United States of America, Department of Agriculture, United States Forest Service, 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 and ski resorts (collectively herein, "Participating Resorts") for injury or death resulting from my participation in the sports or use of the facilities, regardless of the cause, including the alleged NEGLIGENCE of the Participating Resorts. I further **AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS** the Participating Resorts for any claims, lawsuits, damages, attorney fees, costs, or judgments arising out of my participation in the sport or use of the facilities.

I understand that this Agreement applies whenever I participate in the sports or use the facilities at the Participating Resorts. 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 participation in the sports or use of the facilities.

**I AGREE TO INFORM AND DISCUSS WITH ANY USER OF THIS PASS THAT HE/SHE IS BOUND BY ALL TERMS OF THIS AGREEMENT.** By signing this agreement, I declare that I am doing so for myself and/or on behalf of persons who use the Pass. I agree that by signing this Agreement and providing the Pass to other users, I am acting as the agent for any Pass user, and that this Agreement is binding on that person. If the other person brings a claim or lawsuit against one or more Participating Resorts, I agree to defend, indemnify and hold harmless the Participating Resorts as described in the next paragraph.

In the event that I or any legal representative files a claim or a lawsuit arising out of my participation in the sports or the use of the facilities at the Participating Resorts, **I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS** the Participating Resorts 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 it freely and voluntarily and agree that it is binding upon me, my child, my heirs, assigns, my legal representatives, and the Pass users.

If any provision of this Agreement is held invalid or unenforceable, I agree that the remainder of the Agreement will be held in full force and effect, valid, and enforceable. I agree that any action arising from or related to this Agreement must be brought only in a court of competent jurisdiction in the Participating Resort's county (state court) or district (federal court) where the Pass was used that resulted in the dispute. Any disputes must be subject to and determined under the laws of the State of California.

SIGNATURE OF PASS HOLDER \_\_\_\_\_ DATE \_\_\_\_\_

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