



GOLD PASS RULES/INDEMNITY AGREEMENT AND RELEASE OF LIABILITY

Name _____ Date of Birth _____

Shipping Address _____

City _____ State _____ Zip _____ Contact Phone _____

E-mail _____ Company _____

GOLD PASS RULES AND POLICIES

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. 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 use per day at one participating resort listed below 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** or use the replacement pass link on the Gold Pass page at skicalifornia.org. A replacement Pass will be sent for a replacement/shipping fee of \$40.00.
6. Each Pass is valid only for the season(s) for which it was purchased. The Pass does not guarantee access to the participating resorts listed below for a minimum number of days in each season or that each participating resort listed below will be open for a minimum number of days each season. Use of the Pass to access the participating resorts listed below is subject to, among other things, the resorts being open and having the capability and/or capacity to grant access. Participating Resorts cannot guarantee snow conditions. Pass refunds are not available. For the 2020-21 winter season only, due to the circumstances resulting from COVID-19, the following refund/credit policy will be in place if all participating resorts listed below must close due to COVID-19 disruption:

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- a. Credit/Refund Parameters
 - i. Before December 7, 2020 = 100% refund
 - ii. December 7, 2020 - January 8, 2021 = 75% refund
 - iii. January 9 - February 12, 2021 = 50% credit for 2021/22 pass
 - iv. February 13 - March 13, 2021 = 25% credit for 2021/22 pass
 - v. March 14 - April 1, 2021 = 10% credit for 2021/22 pass
- b. Purchasers will have the option to accept the refund during Levels 1 and 2 or credits as follows:
 - i. Before December 7, 2020 – Exchange 2020/21 pass for a 2021/22 pass + receive a 15% refund immediately
 - ii. Between December 8, 2020 – January 8, 2020 – Exchange 2020/21 pass for a 2021/22 pass
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 at their sole discretion.
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 **1435 N. McDowell Blvd., Suite 104, Petaluma, CA 94954**. Credit card purchasers may fax (415-997-4060) or email (goldpass@skicalifornia.org) the completed application.

Card Holder Name: _____

Card Holder Signature: _____

Card Number: _____ Card Code: _____ Billing Zip Code: _____

Exp. Date: _____ Number of Passes Purchased: _____

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 (and any others added during the season(s) for which the pass was purchased):

| | | | |
|----------------------------|---------------------------------|------------------------------------|--------------------------------|
| Auburn Ski Club | Heavenly Mountain Resort | Mt. Baldy Resort | Snow Valley Mountain Resort |
| Bear Mountain | Homewood Mountain Resort | Mt. Rose Ski Tahoe | Soda Springs Mountain Resort |
| Bear Valley Cross-Country | June Mountain | Northstar California | Squaw Valley Alpine Meadows |
| Bear Valley Resort | Kirkwood Mountain Resort | Northstar California Cross-Country | Sugar Bowl Ski Resort |
| Boreal Mountain Resort | Kirkwood Cross-Country Ski Area | Rim Nordic Cross-Country | Tahoe Cross-Country |
| China Peak Mountain Resort | Lee Canyon | Royal Gorge Cross-Country 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 | Tamarack Lodge Resort |

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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 county of the participating resort listed above (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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