Pass Type:_____ **Pass Number:_____**

Wolf Creek Ski Area
P.O. Box 2800
Pagosa Springs, CO 81147

WOLF CREEK SKI AREA SEASON PASS CONTRACT
2014 - 2015

Read this First!

This pass is a cooperative effort between skiers and Wolf Creek Ski Area to give frequent skiers the best possible price per day of skiing. Consequently, there can be no refunds except for medical purposes, and no warranty for snow conditions or length of season. Please review #10 for Medical Refund Policy before signing.

Rules and conditions governing season pass use:

As a season pass holder of Wolf Creek Ski Area, I hereby agree to comply with the following regulations.

1. **I acknowledge and agree to be bound by the Wolf Creek Ski Area Boundary Management Plan and the 1979 Colorado Ski Safety Act as amended in 2004 and modified to reflect the passing of Colorado Senate Bill 03-253 (C.R.S. §13-22-107), allowing parents to waive a minor's right to sue.** Both items are available for viewing at the Ticket Office.

2. My season pass identification card can only be used by me. I understand that this pass is not transferable at any time and may be used only by the person named and shown on the face of the pass. If found in the possession of any person except the owner, the pass will be revoked without refund.

3. I understand that reckless or careless skiing, dangerous behavior while riding lifts or using area equipment, rowdiness, intoxication on the lifts or slopes, skiing in closed areas, theft or vandalism of ski area property, or refusal to comply with directives of the Ski Patrol violates area rules and will result in immediate revocation of the pass with no refund. Slow zones have been established throughout the mountain. These slow areas are marked by signs on the hill and are labeled on the trail maps. Wolf Creek Ski Area strictly enforces slow zones, Colorado Ski Safety Act, Wolf Creek Ski Area Boundary Management Plan, avalanche closures, etc. with the following measures:
   - First Patrol contact: Verbal warning will be issued and pass holder will be placed on contact list. (Blatant disregard for ski area policy and/or avalanche closure violation will result in immediate revocation of pass without refund.)
   - Second Patrol contact: Two-week suspension of pass.
   - Third Patrol contact: Revocation of pass without refund.
   - Prosecution may result during any patrol contact if blatant disregard is displayed toward safety, ski area policy, the Wolf Creek Ski Area Boundary Management Plan or avalanche closure precautions.

4. Normal hours of operation are: 8:30 a.m. to 4:00 p.m., hours may be adjusted for Daylight Savings and spring conditions. Use of the ski area facilities and terrain is strictly limited to these hours.

5. I understand that I must have my season pass with me at all times while skiing at **Wolf Creek Ski Area** and that I must show it to any lift attendant or other employee on request. I understand that each day I ski I must present my pass at the season pass window at the Lift Ticket Office to receive a "Daily Season Pass Ticket." <u>No one else may pick up my daily ticket for me.</u>

6. I understand that the "Daily Season Pass Ticket" must be visible and properly worn on either my jacket or pants and <u>**no other**</u> location. Properly worn means folded back on itself on the ticket wicket and securely attached. <u>**ALL PREVIOUS TICKETS MUST BE REMOVED**</u>. Any dishonesty in the use of this ticket will result in revocation of the pass without refund.

7. I understand that a season pass can be replaced only **one time** if lost or stolen with a processing cost of $63.00. A season pass day ticket will be issued only once until the pass is found or replaced. If lost pass is found, it is still considered void and there is no refund on processing fee.

WARNING

8. **I have carefully read the Wolf Creek Ski Area Season Pass Warning, Assumption of Risk, Release of Liability & Indemnification Agreement and understand its contents and acknowledge it is a part of this Contract as if it were set out in full herein. I am aware that I am releasing important legal rights of myself and any minor for whom I am signing that otherwise may exist.**

9. **NO WARRANTY IS MADE TO SNOW CONDITIONS AND/OR LENGTH OF SEASON**.

10. Season Pass Medical Refund Policy: A refund will be given only for a verified medical reason, (letter from a physician is required), based on the following formula less a $20.00 processing fee:

Start of Season to Dec. 20	**60% refund**
Dec. 21 to Jan. 10	**40% refund**
Jan. 11 to Feb. 20	**20% refund**
After Feb. 20	**NO REFUND**

11. Families consist of father, mother, and their single, dependent children all living together supported by the same income. In case one parent does not ski, the oldest child shall be considered the 2nd in family. College students age 22 or younger are eligible if they are solely supported by parents' income. Couples that are not married must prove shared income by providing front page of 2013 income tax return. Please note, should a refund be issued to a passholder who holds a Family Pass, Wolf Creek will refund the cost of the last pass in Family according to the table above, less the processing fee. For example, if the First in Family were to get injured and qualified for a refund, they would then assume the last pass of the Family and the Second in Family then becomes the First in Family, the Third in Family becomes Second in Family and so on.

12. Gray Wolf Club members shall purchase passes as individuals. No family rates available. Gray Wolves under 50 are not eligible. Name must be published on August 31, 2014 membership list.

I have read these rules and regulations and agree to this contract, including the provisions of Paragraph 8. The exclusive jurisdiction and venue of any dispute as to this contract is Colorado State District Court in Mineral County, Colorado.

Holder's Name:_____**Birth Date:**_____**Age:**_____

Mailing Address:_____**Email:** _____

City, State and Zip:_____**Phone:**_____

I am predominately a: Skier Snowboarder Both (Please circle one)

Is this your first season to have a Wolf Creek Season Pass? Yes No

Whom should we call in case of an emergency? Please list two individuals.

Name: _____ Phone:_____ Phone: _____ Relationship:_____

Name: _____ Phone:_____ Phone: _____ Relationship:_____

Holder's Signature:_____
(If under 18, must be signed by Parent or Legal Guardian)

Printed Name of Parent/Legal Guardian:_____

Signature of Parent/Legal Guardian:_____

For Ticket Office Use Only:

Pass # _____ Pass Type _____ Amount Paid $_____ Payment Method_____

WOLF CREEK SKI AREA

SEASON PASS WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY & WAIVER OF CERTAIN LEGAL RIGHTS.

1. The person using this season pass shall be referred to hereinafter as "Holder". The "Undersigned" means only the Holder when the Holder is age 18 or older OR it means both the Holder and the Holder's parent or legal guardian when the Holder is under the age of 18. The Undersigned agree and understand that skiing, snowboarding and using ski area facilities, including the lifts, for any purpose (hereinafter in all paragraphs the "Activity"), can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH**.

2. The Undersigned are advised that a person **using any of the facilities** of the ski area is considered a skier. The Undersigned acknowledge and understand the dangers and risks of skiing and understand that the Holder, as a "skier" under Colorado law, **ASSUMES ALL INHERENT DANGERS AND RISKS** as provided by the Colorado Ski Safety Act (hereinafter "Act").

3. The Undersigned further understand and agree that in signing this Agreement, the Undersigned are expressly **acknowledging and assuming additional risks and dangers that may result in property damage, physical injury and/or death above and beyond those outlined in the Act, including but not limited to:**

Falling; avalanches; cornices; suffocation; crevasses; equipment failure; equipment malfunction; equipment damage; Holder's improper use of equipment; Holder's use of his/her own personal equipment; Holder's failure to maintain or otherwise upkeep his/her own personal equipment; slick or uneven surfaces; slipping; tripping; loss of balance; rugged mountainous terrain; bumps; tree wells; downed timber; rocks of various sizes; holes; debris; marked and unmarked obstacles; drainage channels; varying visibility; unmaintained trails; path and/or trail obstructions; unmarked roads and/or trails; Holder or another acting in a negligent manner that may cause and/or contribute to injury to Holder or others, such as selecting terrain that exceeds his/her ability and not acting within such ability; Holder's failure to comply with signage; collisions with natural or man-made objects or collisions with other people; falling objects; encounters or collisions with snowmobiles and/or other motor vehicles; becoming lost or separated; lack of shelter; lift loading, unloading, and riding; storms, lightning, hail, snow and other adverse weather; limited access to and/or delay of medical attention; Holder's health condition; strenuous activity; fatigue; exhaustion; dehydration; hypothermia; high elevation; altitude sickness; frostbite; & mental distress from exposure to any of the above.

4. Pursuant to Colorado law, Holder assumes the responsibility of maintaining control at all times while engaging in the Activity. Holder is responsible for reading, understanding and complying with all signage, including instructions on use of lifts. Holder must have the physical dexterity and knowledge to safely load, ride and unload the lifts. The Undersigned assumes the risks of riding the lifts and engaging in activities accessible from the lifts. Further, the Undersigned understand that a minor Holder may use the ski lifts without an adult present. The Undersigned are advised that snowmobiles, snowmaking, and snow-grooming equipment may be encountered at any time, and the Undersigned recognize that falls and collisions occur and injuries are a common and ordinary occurrence of the Activity.

5. The Undersigned acknowledge and understand that the description of the risks listed above are **not** complete and that participating in the Activity, whether or not described, may be dangerous and may also include risks which are inherent and/or which cannot be reasonably avoided without changing the nature of the Activity. By signing this document, the Undersigned recognize that property loss, injury, serious injury and death are all possible while participating in the Activity. **RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE FOR HOLDER AND/OR ANY MINOR HOLDER TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.**

6. In consideration for allowing the Holder to participate in the Activity, **THE UNDERSIGNED HEREBY AGREE NOT TO SUE** Wolf Creek Ski Area or any of their respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, and shareholders (each hereinafter in all paragraphs "Wolf Creek") for any property damage (including but not limited to equipment damage), personal injury or loss to Holder or any Minor Holder, including death, which Holder or any Minor Holder may suffer, arising in whole or in part out of Holder's or Minor Holder's participation in the Activity. By agreeing not to sue, the Undersigned **are releasing any right to make a claim or file a lawsuit against Wolf Creek directly or indirectly on behalf of the Undersigned, the Holder and/or Minor Holder.**

7. **FULL RELEASE AND INDEMNITY AGREEMENT.** On behalf of The **Undersigned** and/or any **MINOR** for whom Undersigned

is signing, Undersigned understand and **EXPRESSLY AGREE** that the Activity in its various forms is an **INHERENTLY HAZARDOUS SPORT** that has many dangers and risks. Undersigned realize that **INJURIES** are a common and ordinary occurrence of the Activity. **Undersigned EXPRESSLY AGREE**, as a condition of being allowed to purchase a Pass and to use the ski area facility and premises, that **Undersigned** and any **MINOR** for whom Undersigned is signing freely accept and voluntarily **ASSUME ALL RISKS** of personal injury or death or property damage, and **FULLY RELEASE** Wolf Creek and its agents, employees, directors, officers, and shareholders **FROM ANY AND ALL LIABILITY** for personal injury, death or property damage which results **IN ANY WAY** from Undersigned or the Minor's participation in the Activity, conditions on or about the premises and facilities or the operations of the Activity including, but not limited to, grooming, snow making, ski lift operations, actions or omissions of employees, agents or other skiers, or participation in skiing (on any device used to slide on snow) or other activities at the area, including any caused by **NEGLIGENCE** of Wolf Creek, and **ACCEPTING THE FULL RESPONSIBILITY** for **ANY AND ALL** such damage or injury of any kind which may result to **UNDERSIGNED** and/or any **MINOR**. In addition, if signing for a **MINOR,** the Undersigned parent/guardian signing below represents to Wolf Creek that they have the authority to enter into this contract on behalf of said **MINOR** and on behalf of any other parent or guardian of said **MINOR.** Further, on behalf of **UNDERSIGNED** and/or any **MINOR,** and in exchange for this Pass that allows skiing at a discount, **Undersigned** separately and contractually **AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS** Wolf Creek **FROM ANY AND ALL CLAIMS** arising from Undersigned or any Minor's participation in the Activity and/or **alleged or actual NEGLIGENCE or BREACH of any CONTRACT or STATUTE and/or express or implied WARRANTY** brought by or on behalf of the Undersigned, the **HOLDER** and/or any **MINOR** or any other parent/guardian thereof, even after the **MINOR** has attained majority, or from third parties injured by **HOLDER** and/or any **MINOR**, and hold Wolf Creek harmless from any such claim, legal action, harm, injury, damages or loss to person and/or property including, but not limited to, Wolf Creek's attorneys fees and costs.

8. In further exchange for and in consideration of Wolf Creek making this Pass and the ski area available to me and/or any Minor for participation in the Activity, **the Undersigned CONTRACTUALLY AGREE** that any and all disputes between **Undersigned and/or the Holder,** and/or any **MINOR** and Wolf Creek arising from use of this Pass or participation in the Activity and including any claims for personal injury and/or death shall be **GOVERNED BY COLORADO LAW** and **EXCLUSIVE JURISDICTION** of any claim shall be the **STATE DISTRICT COURT OF MINERAL COUNTY, COLORADO.**

9. Holder understands that entering or skiing in a "**CLOSED**" area is illegal. Wolf Creek shall have the right to confiscate or revoke the privileges conferred by the pass where, in the sole judgment of Wolf Creek's representative, the Holder: 1) acts in any manner that endangers or may endanger the safety of Holder or any other person; 2) violates the law; 3) provides ski lessons or related services for compensation without express authorization; or 4) engages in misconduct or creates a nuisance. Such acts may also be prosecuted as a criminal offense. The pass is **NOT TRANSFERABLE and CANNOT BE RESOLD**. The pass may be confiscated with no re-issue, if in the sole judgment of a representative of Wolf Creek; it is used in a fraudulent manner. Re-issued passes may be subject to a replacement fee. The Undersigned acknowledge their affirmative duty to immediately notify the ski area operator if Holder's pass is lost or stolen.

10. Wolf Creek **STRONGLY SUGGESTS** that the Undersigned obtain or confirm the existence of **HEALTH, LIFE** and/or **ACCIDENT INSURANCE** to protect **HOLDER** and/or any **MINOR BEFORE PARTICIPATING** in the Activity.

11. By signing this Agreement without a parent or legal guardian's signature, Holder, under penalty of fraud, represents that he/she is at least 18 years of age. If signing as the parent or guardian of a minor Holder, Undersigned represent that they are a **LEGAL** parent or guardian of the Minor Holder and **HAVE THE AUTHORITY TO SIGN** on behalf of the Minor and any other parent or legal guardian.

12. **The Undersigned understand and acknowledge THAT THIS AGREEMENT IS A CONTRACT and shall be binding to the fullest extent permitted by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. It is the Undersigned's intent that this Agreement shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of the Undersigned.**

Print Holder's Name:_____**Age**_____

Holder's Signature:_____
(If under 18, must be signed by Parent or Legal Guardian)

Printed Name of Parent/Legal Guardian:_____

Signature of Parent/Legal Guardian:_____