



# SEASON PASS APPLICATION

Applicant #1 / Parent or Legal Guardian

All fields required. Please print clearly.

		____/____/____	<input type="checkbox"/> <input type="checkbox"/>	
First Name	Last Name	Birth Date	Male / Female	Email
Mailing Address – Street, Apt.		City, State, Zip	Phone	Type of Pass

## Season Pass Refund Option

A pass refund option is offered to cover you and your investments, when the unexpected happens. Please accept or decline below. The pass refund option is only available and must be purchased at the same time the pass is purchased. The full amount of the pass refund option must be paid at the time of the initial payment for the pass product(s). Please refer to the season pass refund option policy in effect for each resort from whom you are purchasing the pass product(s). I understand a refund will not be processed until the full amount of the pass product(s) purchased is collected. The pass refund option is non-transferrable and non-refundable.

I **accept** the pass refund option       I **decline** the pass refund option      Please initial here to decline: \_\_\_\_\_

## Additional Applicants

		____/____/____	<input type="checkbox"/> <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	
First Name	Last Name	Birth Date	Male / Female	Pass Refund Option	Initial to Decline
		____/____/____	<input type="checkbox"/> <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	
First Name	Last Name	Birth Date	Male / Female	Pass Refund Option	Initial to Decline
		____/____/____	<input type="checkbox"/> <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	
First Name	Last Name	Birth Date	Male / Female	Pass Refund Option	Initial to Decline

## Payment Options

I understand that I can pay for the season pass product(s) being purchased either in one payment at the time of commitment or via a no interest monthly payment plan in equal monthly installments, with the final monthly payment due on November 30<sup>th</sup>, 2016. In choosing the monthly payment plan, the first installment will be due at the time of purchase and subsequent monthly installments will be charged to my credit card on the 30<sup>th</sup> day of each month, unless the initial payment is made after the 15<sup>th</sup> of the month, which will trigger the second installment to be charged to my credit card on the 30<sup>th</sup> of the following month. I agree that my credit card will remain authorized for all monthly payments during the payment plan term. I understand that if my credit card is declined for any reason, my pass(s) cannot be used until the declined payment(s) have been collected. I agree to notify the resort if there are any changes to my credit card before the 30<sup>th</sup> of the month. Once the initial payment has been made, the season pass product(s) purchased cannot be cancelled, nor will there be any refunds, unless it is an eligible refund under the pass refund option policy (see above). I agree to provide a valid email address in order to receive communications regarding this transaction. I understand this is the only manner by which I will receive such communications.

I understand the payment plan options and **agree to the terms**. Please initial here: \_\_\_\_\_

## WINTER AND ALL-SEASONS RECREATIONAL ACTIVITIES WARNING, ASSUMPTION OF RISK, FULL RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT

1. The person for whom this Season Pass ("Pass") is purchased shall be referred to hereinafter as "Participant". "The Undersigned" means only the Participant when the Participant is age 18 or older **OR** it means both the Participant and the Participant's parent or legal guardian when the Participant is under the age of 18. The Undersigned agree and understand that participating in **SKIING** (on any type of device to slide on snow or ice), **SNOWBOARDING** and **USING SKI AREA FACILITIES**, including the **LIFTS**, **TERRAIN PARKS** and **RACE COURSES** for any purpose, including the **ADDED RISK** of **NIGHT** participation and participating in **ALL OTHER** Recreational activities available through the Pass, including **BUT NOT LIMITED TO**, riding an **ALPINE SLIDE**, or **ZIPLINE**, biking on **MOUNTAIN BIKE TRAILS** and **DOWNHILL COURSES**, **CLIMBING**, **BUNGY JUMPING**, **TUBING** and riding in **RESORT VEHICLES** (hereinafter all named and unnamed referred to jointly as "**ACTIVITY**") can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY OR DEATH**.

2. The Undersigned recognize that **FALLS AND COLLISIONS** occur and **INJURIES** are a common and ordinary occurrence of the **ACTIVITY**. **RECOGNIZING THESE RISKS**, the Undersigned **VOLUNTARILY CHOOSES TO TAKE PART IN THE ACTIVITY**. Additionally, because of the related risks, the Undersigned **AGREES** they are **RESPONSIBLE** for obtaining life, accident and health **INSURANCE BEFORE THEY** or any **MINOR PARTICIPATE** in the **ACTIVITY**.

3. In consideration of allowing Participant to participate in the **ACTIVITY** the Undersigned agree to **ASSUME ALL RISKS** associated with the Undersigned's participation in the **ACTIVITY**. Additionally, the Undersigned hereby agree to **FULLY RELEASE, DEFEND AND**

**INDEMNIFY** Purgatory Recreation I, LLC and Purgatory Recreation Management, LLC, (jointly d/b/a "Purgatory Resort"), Sipapu Recreation Development, II, LLC, d/b/a Sipapu Ski & Summer Resort, Pajarito Recreation, LP, d/b/a Pajarito Mountain Ski Area and Arizona Snowbowl Resort, L.P., Hesperus Recreation I, LLC (d/b/a Hesperus Ski Area) their affiliated organizations and companies, the United States, its agencies, and all of their respective insurance carriers, agents, employees, representatives, assignees, officers, directors, and shareholders (each and all hereinafter jointly and individually "**RELEASED PARTY**") from **ANY AND ALL LIABILITIES** and/or claims for **INJURY OR DEATH** to persons or damage to property arising from Participant's engagement in the **ACTIVITY**, **INCLUDING THOSE CLAIMS BASED ON ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE, BREACH OF CONTRACT OR STATUTE OR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY.**

4. By signing this agreement, the Undersigned **AGREE NOT TO SUE** any **RELEASED PARTY** and agree they are **releasing any right to make a claim or file a lawsuit** against any **RELEASED PARTY**. The Undersigned further **AGREE TO DEFEND AND INDEMNIFY** each **RELEASED PARTY** for any and all claims of the Undersigned and/or a **THIRD PARTY** arising in whole or in part from the Undersigned's participation in the **ACTIVITY** and **AGREE TO PAY** all costs and attorney's fees incurred by any **RELEASED PARTY** in defending a claim or suit related in any way to Undersigned's use of the Pass.

5. In consideration of using the Pass to access ski area facilities and participating in the **ACTIVITY**, the Undersigned agree that **ANY AND ALL CLAIMS** for injury and/or death arising from use of the Pass or participation in the **ACTIVITY** shall be **GOVERNED BY THE LAWS OF THE STATE IN WHICH THE PARTICIPANT IS USING THE PASS** at the time any injury, death or other claim arises and **EXCLUSIVE JURISDICTION** of any claim or lawsuit shall be in the **STATE DISTRICT COURT OF THE COUNTY WHERE** the accident, injury, death or other **CLAIM OCCURRED.**

6. In the case of a **MINOR** Participant, the Undersigned parent or legal guardian acknowledges that he/she is also signing this Agreement on behalf of the minor and that the **MINOR SHALL BE BOUND** by all the terms of this Agreement, including the **RELEASE**. Additionally, **BY SIGNING THIS RELEASE AS THE PARENT OR LEGAL GUARDIAN OF A MINOR** Participant, **THE PARENT OR LEGAL GUARDIAN UNDERSTANDS THAT HE/SHE IS WAIVING CERTAIN RIGHTS ON BEHALF OF THE MINOR THAT THE MINOR OTHERWISE MAY HAVE.** The Undersigned parent or legal guardian agrees that, but for the foregoing, the minor Participant would not be permitted to participate in the **ACTIVITY** accessed through the use of this Pass. By signing this Agreement without a parent or guardian's signature, the Participant represents that they are at least 18 years of age, and, if signing as the parent or guardian of a minor Participant, you represent that you are the **LEGAL** parent or guardian of the minor Participant.

7. 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, family members, heirs, next of kin, executors and personal representatives of the Undersigned and that it **INCORPORATES** all terms of the **SEASON PASSHOLDER RULES AT EACH RESORT.**

8. 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 and **AGREE** 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** Participant **TO PARTICIPATE AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.**

9. The Undersigned **AGREES** that this **AGREEMENT** is **EFFECTIVE** during **EACH AND EVERY USE** of the **PASS** granted herein **UNTIL REVOKED IN WRITING BY THE UNDERSIGNED** and **COUNTERSIGNED** by an **AUTHORIZED REPRESENTATIVE** of **EACH Ski Area RELEASED PARTY.**

**I HAVE CAREFULLY READ THE FOREGOING SEASON PASS USE WARNING, ASSUMPTION OF RISK, FULL RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT FOR BOTH WINTER AND OTHER RECREATIONAL ACTIVITIES. I UNDERSTAND THEIR CONTENTS, AND AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OR ANY MINOR FOR WHOM I AM SIGNING OTHERWISE MAY HAVE.**

I acknowledge that I have received a copy of the Season Passholder Rules. Please initial here: \_\_\_\_\_

Signature of Applicant/Participant #1 or Parent/Legal Guardian of MINOR Applicant(s)	Printed Name of Applicant/Participant #1	(Date)
Signature of Applicant/Participant #2	Printed Name of Applicant/Participant #2	(Date)
Signature of Applicant/Participant #3	Printed Name of Applicant/Participant #3	(Date)
Signature of Applicant/Participant #4	Printed Name of Applicant/Participant #4	(Date)