

## **CLUB SEASON PASS AGREEMENT**

**WARNING:** Skiing and Snowboarding are hazardous sports requiring the deliberate and conscious control of your physical body through proper use of your equipment in relation to ever changing variables and dangers. Your safety is directly affected by your judgment in the elements and terrain. Ski or board only within your own ability. Be prepared to stop at all times. Be alert to continually changing weather, visibility and surface conditions. Snow, ice, drop-offs, bare ground, rocks, roots, stumps, trees, debris, barriers, fences, lift towers, ruts, bumps, snowmaking equipment, grooming vehicles, snowmobiles, other skiers, power poles and a multitude of other objects are inherent to the sport of skiing. Be aware that use of a terrain park requires greater skiing or boarding skills and recognize that there are bumps, ridges, spines and other features present that are unique to a terrain park.

**NOTICE:** A season passholder accepts and assumes the risk of property damage, personal injury, or death and releases Snow Trails, its directors, officers, shareholders, employees, agents, and representatives from any and all liability for any loss, damage, injury or expense which the season passholder may suffer or that the season passholder's next of kin may suffer as the result of the season passholder's use of or his/her presence on Snow Trails premises.

A season passholder agrees (1) to visibly display the season pass or a valid ski area ticket when boarding lifts or using slopes, (2) to present the season pass to any authorized representative of management upon request and (3) to refrain from misconduct or reckless skiing/boarding acknowledging that the pass may be revoked without refund.

A season passholder should be familiar with the Skiers Responsibility Code and responsibilities under State law (ORC 4169.08C).

All Season Passes, except Platinum, are NOT TRANSFERABLE; and in the event that a season pass is lost, stolen, broken or unrecognizable, a fee must be paid for a replacement ID. Notify Snow Trails immediately of a missing pass.

**RELEASE FROM LIABILITY AGREEMENT:** I understand and accept the fact that skiing in its various forms (including snowboarding) is a hazardous sport that has many inherent dangers and risks. I realize that injuries are a common and ordinary occurrence of this sport. I agree, as a condition of being allowed to use the ski area facility and premises, that I freely accept and voluntarily assume all risks of skiing or any risk which relates to my participation in skiing or the operation of Snow Trails and release Snow Trails and its agents, employees, directors, officers, shareholders, and representatives from any and all liability for any loss, damage, injury or expense which I may suffer or my next of kin may suffer as the result of my use of or my presence on Snow Trails premises.

**CONDITIONS OF USE:** I, the undersigned, have read and understood the terms of the above Agreement and the Release from Liability which is an essential part of it. I am signing it freely and of my own accord, realizing it is binding upon myself, my heirs and assigns, and in the event that I am signing it on behalf of any minors, that I have full authority to do so, realizing its binding effect on them as well as myself.

As a condition of holding a Season Pass identification card and being permitted to use the facilities of the ski area, I further agree to assert no claim against or sue Snow Trails for any loss, damage, injury, or expense which I may suffer, or which my next of kin may suffer as the result of my use of or my presence on Snow Trails premises.

**Below Is For those Club Season Passes that include Equipment Rental**

**EQUIPMENT RENTAL AND LIABILITY RELEASE AGREEMENT**

I accept for use AS IS the equipment listed on this form, and accept full financial responsibility for the care of the equipment while it is in my possession, and agree to reimburse Ohio Ski Slopes Inc., operator of Snow Trails Ski Area (lessor), at full replacement value of any equipment rented under this form, but not returned to the rental facility. I agree to return all rental equipment by the end of the session.

I understand that the binding system cannot guarantee the user's safety. In downhill skiing, the binding system will not release at all times or under all circumstances where release may prevent injury or death, nor is it possible to predict every situation in which it will release. In snowboarding, skiboarding, and other sports utilizing equipment with non-release binding, the binding system will not ordinarily release during use; these bindings are not designed to release as a result of forces generated during ordinary operation.

I understand that the sports of skiing, snowboarding, skiboarding and other sports (collectively RECREATIONAL SNOW SPORTS) involve inherent risk of INJURY and DEATH. I voluntarily agree to expressly assume all risk of injury or death that may result from these RECREATIONAL SNOW SPORTS, or which relate in any way to the use of this equipment.

I understand that a helmet designed for RECREATIONAL SNOW SPORTS use will help reduce the risk of some types of injuries to the user at slower speeds. I recognize that serious injury or death can result from both low and high energy impacts, even when a helmet is worn.

I AGREE TO RELEASE AND HOLD HARMLESS the equipment rental facility, its employees, owners, affiliates, agents, officers, directors, and the equipment manufacturers and distributors and their successors in interest (collectively PROVIDERS?), from all liability for injury, death property loss and damage which results from the equipment user's participation in the RECREATIONAL SNOW SPORTS for which the equipment was provided, or which is related in any way to the use of this equipment, including all liability which results from the NEGLIGENCE of PROVIDERS or any other person or cause.

I agree NOT to make claim against or sue PROVIDERS for injuries or damages relating to RECREATIONAL SNOW SPORTS and/or use of this equipment. I further agree to defend and indemnify PROVIDERS for any loss or damage, including any that results from claims or lawsuits for personal injury, death and property loss and damage related in any way to the use of this equipment.

This agreement is governed by the applicable laws of this state. If any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect.

I am aware that this is a release of liability and a contract between myself and Snow Trails and/or PROVIDERS and sign it of my own free will.

**I, THE UNDERSIGNED HAVE READ AND UNDERSTAND THIS CLUB PASS AGREEMENT**

**I, THE UNDERSIGNED HAVE READ AND UNDERSTAND THIS EQUIPMENT RENTAL & LIABILITY RELEASE AGREEMENT.**

---

**Signature**

**Date**

---

**Print Your Name**

**Relationship to Passholder**