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TERMS & CONDITIONS, RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
 BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION
 FOLLOWING AN ACCIDENT.
PLEASE READ CAREFULLY!

ASSUMPTION OF RISKS

I acknowledge that skiing, snowboarding and all type of activities involving sliding or jumping and snow or ice involves inherent threats and dangers that are part of the sport and cannot be eliminated. These inherent threats and dangers include, but are not limited to; changing weather conditions, snow conditions as they exist or as they may change, including ice, hardpack, powder, packed powder, windpack, corn snow, crust, slush, machine made snow, and avalanches (except on open, designated ski trails); collisions with natural surface or subsurface conditions, such as, but not limited to, bare spots, forest growth, rocks, stumps, streambeds, cliffs, trees, and other natural objects; collisions with lift towers, signs, posts, fences, enclosures, hydrants, water pipes, or other artificial structures and their components; variations in steepness and terrain, whether natural or the result of slope design, snowmaking, or snow grooming operations, including, but not limited to, roads, freestyle terrain, ski jumps, catwalks, and other terrain modifications; collisions with clearly visible or plainly marked equipment, including, but not limited to lift equipment, snowmaking equipment, snow grooming equipment, trail maintenance equipment and snowmobiles, whether or not the equipment is moving; collisions with other skiers; the failure of a skier to ski within that skier's ability; skiing in a closed area or skiing outside the ski area boundary as designated on the ski area trail map; and restricted visibility caused by snow, wind, fog, sun, or darkness. I accept all legal responsibility for injury or damage of any kind to the extent that the injury or damage results from inherent dangers and risks of skiing, snowboarding and all related activities listed above.

I understand and accept that skiing and snowboarding, in its various forms, is a hazardous sport that has many inherent dangers and risks. He/She realizes that injuries are a common and ordinary occurrence of the sport. He/She voluntarily assumes all inherent risk of personal injury, death, or property damage associated with his/her use of the ski area facility and premise. He/She also understands and accepts all terms and conditions of "Your Responsibility Code" listed at the ski area ticket windows and on the trail map.

I agree that I will abide by the following Responsibility Code when skiing and snowboarding:

1. Always stay in control, and be able to stop or avoid other people or objects.
2. People ahead of you have the right of way. It is your responsibility to avoid them.
3. You must not stop where you obstruct a trail, or are not visible from above.
4. Whenever starting downhill or merging into a trail, look uphill and yield to others.
5. Always use devices to help prevent runaway equipment.
6. Observe all posted signs and warnings. Keep off closed trails and out of closed areas.
7. Prior to using any lift, you must have the knowledge and ability to load, ride and unload safely.
8. If witness to or involved in an accident, alert Ski Patrol and remain on scene.
9. Do not use lift or trails if under the influence of alcohol or drugs.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

I understand and accept that skiing and snowboarding, in its various forms, is a hazardous sport that has many inherent dangers and risks. I assume all such risks and agree to release, hold harmless and indemnify Red Lodge Mountain Resort/Red Lodge Grizzly Peak, Inc. its agents and employees from any and all claims and liabilities arising out of or in connection with the use of this pass and/or all of the associated premises. If I am signing on behalf of a minor, I verify that I am the parent or guardian of the minor and have authority to enter into this agreement; and I agree to release, hold harmless and indemnify Red Lodge Mountain Resort/Red Lodge Grizzly Peak, Inc. its agents and employees from any and all claims of the minor. I understand and agree that skiing and using aerial chairlifts may result in serious injury, death, property damage and economic loss from these risks and voluntarily accept such risks.

TERMS AND CONDITIONS - PLEASE READ CAREFULLY

1. The Passholder agrees to carry his/her pass whenever loading any chairlift, and to present the pass to resort personnel for inspection when requested.
2. If the Season Pass is lost or stolen, the Passholder must report it to the Ticket Office immediately. If the Passholder forgets his/her Season Pass, a one-time only day ticket can be obtained for \$5.00 at the Ticket Office. After that first day ticket is used, the Passholder will be required to purchase a full price lift ticket. A replacement Season Pass can be obtained for \$15.00
3. The Pass and its privileges are NON-TRANSFERABLE and may not be used by anyone other than the Passholder. In the event of a transfer to, or use by another person, management of Red Lodge Grizzly Peak Inc. may revoke the Pass and its privileges at any time without refund. This misuse is considered "Theft of Services" under Section 45-6-305, MCA, 1978, and carries a fine up to \$500 and/or imprisonment up to six months.
4. The Pass is an electronic access device that is subject to failure due to damage or misuse. In the event that the Pass is lost, stolen, broken, damaged, has a hole punched in it, or is otherwise abused and fails to function, there is a \$15.00 replacement fee for the new pass.
5. A Red Lodge Mountain Resort Pass is NOT REFUNDABLE due to snow conditions, the passholder's physical condition, injury, or change of residence.
6. The Six Tix and Ten Tix are valid for the entire 2010/2011 ski season. Any unused days still remaining at the end of the season will be forfeited.
7. The majority of ski days must be used at Red Lodge Mountain Resort, else the passholder loses their pass privileges at Homewood Mountain Resort and Alpine Meadows.
8. Discounts apply only to Season Passholders (not Ten-Tix, Six Tix Passholders). These discounts are nontransferable and not valid with any other offer or discount.
9. Each Passholder is limited to two (2) Buddy Passes per day. This offer is not valid on weekends or holidays.

I HAVE CAREFULLY READ BOTH SIDES OF THIS AGREEMENT, UNDERSTAND IT, AND ACCEPT ITS TERMS

	Passholder Name	Signature	Parent/Guardian Signature
1			
2			
3			
4			
5			

Please turn over and read RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT