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TERMS & CONDITIONS, RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS & 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!

TERMS & CONDITIONS

The following outlines Red Lodge Mountain's Pass/Card Policies. By purchasing any of the Red Lodge Mountain Passes, 6-Tix, or 4-Pack cards the Pass Holder agrees to these terms and conditions, and agrees to abide by the policies of Red Lodge Grizzly Peak, Inc. The terms "Pass" and "Passes" refer to all Season Pass products. The terms "Tix" refers to all 6-Tix and 4-Pack products. The term "Pass Holder" refers to purchasers of a Season Pass. The term "Tix Holder" refers to purchasers of a 4 Pack or 6 Tix.

1. A Red Lodge Mountain (RLM) Pass, 6-Tix, or 4-Pack is **NOT REFUNDABLE** due to snow conditions, the Pass Holder's physical condition, injury, pregnancy, change of residence, or for any other reason.
2. Pass & Tix privileges are **NOT TRANSFERABLE** (to another person and/or date) and may not be used by anyone other than the Pass/Tix Holder. **Use of these passes/cards by anyone other than the person to whom the card is issued is a criminal offense.** Pass/Tix holders who knowingly let someone else use their pass/card will lose lift privileges for the remainder of the season. **The resort reserves the right to revoke lift privileges for these and any other reason deemed necessary.** 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.
3. In the event of an injury or medical issue that prevents the Pass Holder from skiing or snowboarding for the entire season, it may be possible to roll over the purchase price of a Pass to the very next season. To qualify for a rollover of the Pass' value, the Pass Holder must supply notification from a medical professional stating that the Pass Holder is either not advised or is not able to ski or snowboard for the entire season. Said notification must be received within 2 weeks (14 days) of the injury or medical issue occurrence. A fee equivalent to 8% of the Pass price will be deducted from the value being rolled over, and the value of days that the Pass has been used based on the full-day lift ticket window rate will also be deducted. The remaining value that is rolled over is only valid for the very next season and may be applied to the current price of a Pass at the time of purchase. All rollovers are at the discretion of and subject to approval by RLM management. Rollovers are not available for any reasons other than those previously defined. Rollovers not applicable to Tix or 4-Pack products.
4. Purchasers that choose to utilize the payment plan to purchase a pass, grant Red Lodge Grizzly Peak, Inc. authorization to retain the purchaser's credit card information and to charge said credit card on the dates stated in their Purchase Plan Agreement for the appropriate portion of the agreed upon amount outlined in the Payment Plan Agreement.
5. Pass and Tix Holders agrees to carry their Pass/Tix whenever loading any chairlift, and to present the pass to resort personnel for inspection when requested.
6. If a Pass or Tix is lost or stolen, the Pass/Tix Holder must report it to the Ticket Office immediately. Passes/Tix that are lost, stolen broken, damaged or otherwise abused and fail to function must be replaced for a fee of \$15.00.
7. Pass/Tix holders are entitled to an "I Forgot" ticket, which can be obtained for a \$5.00 fee. "I Forgot" tickets are only available for the season for which the pass is active and are to be used by the PASSHOLDER ONLY. On the day the Pass Holder uses their "I Forgot" ticket; their pass/Tix will be deactivated for that day. Abuse of this privilege is considered a criminal offense.
8. **Resort operating times and dates are at the sole discretion of Red Lodge Mountain and are subject to change at any time and without notice and without refund or compensation.** We may from time to time close the resort or any part of it temporarily to ensure safety, security and order, or if we consider that circumstances so require.
9. **I have read and agree to abide by the terms set forth in the Uphill Travel Policy**
10. Red Lodge Mountain **Management reserves the right to revoke a Pass/Tix and its privileges at any time and for any reason.**
11. RLM Multi-Mountain Season Pass Holders are granted skiing privileges at Homewood Mountain Resort in California. Skiing at Homewood Mountain Resort is unlimited, with the condition that the Multi-Mountain Season Pass Holder spends the majority of their ski days at RLM. Multi-Mountain Season Pass Holders who fail to spend the majority of their ski days at RLM will lose their privileges at Homewood Mountain Resort. Local's Season Pass Holders are limited to skiing privileges at RLM only.
12. Season Pass Holders receive a 10% discount on food, rentals, demos, lessons (excluding Training Team programs and school programs), and retail items purchased at RLM during the season for which their Pass is valid. Season Pass Holders are also eligible to purchase up to 2 discounted midweek lift tickets (Buddy Passes) per weekday, exclusive of holiday periods.
13. 6 Tix and 4 Packs are valid for the entire season for which they were purchased. Any unused days still remaining at the end of the season will be forfeited.

SKIER RESPONSIBILITY CODE. KNOW THE CODE. IT'S YOUR RESPONSIBILITY

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.

PASS HOLDER INITIALS: _____

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.

ASSUMPTION OF RISKS

I acknowledge that skiing, snowboarding and all type of activities involving sliding or jumping on 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, darkness, or other atmospheric conditions. 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 the activities listed above.

COVID-19 DISCLAIMER

I acknowledge that in spite of additional preventative measures put forth by Red Lodge Mountain to prevent the spread of COVID-19, it is still possible that I may transmit or contract the Coronavirus while recreating on the premises. Furthermore, all individuals, including those that are high risk, are aware of, and accept any and all personal risk by visiting the establishment. Any individuals who are experiencing symptoms of COVID-19 should abstain from visiting Red Lodge Mountain properties, including Grizzly Peak Outdoors. By signing this document, I agree to adhere to all COVID procedures set forth by Red Lodge Mountain and understand that Red Lodge Mountain and staff may refuse service to anyone disregarding COVID-19 protocols.

RELEASE OF LIABILITY, WAIVER OF CLAIMS & 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/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. Also, I hereby irrevocably consent to the use, by Red Lodge Grizzly Peak Inc DBA Red Lodge Mountain- advertisers, customers, successors and assigns, of my picture or likeness for advertising purposes or purposes of trade, and I waive the right to inspect or approve such completed portraits, pictures, or advertising matter used in connection therewith. I hereby waive any right that I may have to monetary compensation, royalties or other consideration and agree that no additional remuneration, financial or otherwise will be transacted.

I am 18 years old or older. I am under the age of 18 years.

If I am less than 18 years of age, my parents or legal guardian has read and agreed to the terms of this Agreement as indicated by their signatures below. The parent or legal representative signing below on behalf of a minor or incompetent person agrees and verifies that he/she has the legal authority to sign on behalf of the minor or incompetent person. The parent or legal representative also agrees that (1) Red Lodge Mountain or its representatives has permission and authority to treat and address medical conditions and emergencies as they deem appropriate; (2) the signing parent or legal guardian also agrees to pay any charges for such medical treatment and will indemnify Red Lodge Mountain, or its representative for the same. I have made no misrepresentations regarding my name or age.

My signature below indicates that I have read this form completely and fully understand and accept its contents and sign of my own free will and accord.

PRINT NAME: _____ DATE: _____

PARTICIPANT’S SIGNATURE: _____ DATE OF BIRTH: _____

PARENT/LEGAL GUARDIAN NAME: _____ DATE: _____

PARENT/LEGAL GUARDIAN SIGNATURE: _____