

Season Pass Release of Liability 2024-2025

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 Season Pass Policies. By purchasing any of the Red Lodge Mountain Passes, 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 term "Pass Holder" refers to purchasers of a Season Pass.

1. A Red Lodge Mountain (RLM) Pass 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 privileges are **NOT TRANSFERABLE** (to another person and/or date) and may not be used by anyone other than the Pass Holder. **Use of these passes/cards by anyone other than the person to whom the card is issued is a criminal offense.** Pass 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's remaining 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. **Rollover requests must be received prior to the end of the current ski season. A fee equivalent to 15% 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.** Rolled funds that are unused at the end of the next season will be forfeited. 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 are not applicable to 6-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 Holder agrees to carry their Pass whenever loading any chairlift, and to present the pass to resort personnel for inspection when requested.
6. One pass media will be issued on initial purchase of a pass and should be reused year to year. If a Pass is lost or stolen, the Pass Holder must report it to the Ticket Office immediately. Passes 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. **Season Pass holders are eligible for a complementary uphill pass, and agree to read and abide by the terms set forth in the Uphill Travel Policy**
10. Red Lodge Mountain **Management reserves the right to revoke a Pass and its privileges at any time and for any reason.**
11. 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. **Passholders must be present to redeem.**

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. You must be able to stop or avoid people or objects.
2. People ahead or downhill of you have the right-of-way. You must avoid them.

3. Stop only where you are visible from above and do not restrict traffic.
4. Look uphill and avoid others before starting downhill or entering a trail.
5. You must prevent runaway equipment.
6. Read and obey all signs, warnings, and hazard markings.
7. Keep off closed trails and out of closed areas.
8. You must know how and be able to load, ride and unload lifts safely. If you need assistance, ask the lift attendant.
9. Do not use lifts or terrain when impaired by alcohol or drugs.
10. If you are involved in a collision or incident, share your contact information with each other and a ski area employee.

Winter sports involve risk of serious injury or death. Your knowledge, decisions and actions contribute to your safety and that of others. If you need help understanding the Code, please ask any ski area employee.

ASSUMPTION OF RISKS

Acceptance of a ticket or pass constitutes an agreement to abide by MONTANA CODE ANNOTATED 23-2-736 (duties of skier) and MONTANA CODE ANNOTATED 23-2-702 (definitions). 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.

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/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 agree that this Release of Liability, Waiver of Claims, Assumption of Risks & Indemnity Agreement shall be governed by and interpreted solely in accordance with the laws of the state of Montana and no other jurisdiction. I also agree that the venue for any litigation involving the parties to this Release of Liability, Waiver of Claims, Assumption of Risks & Indemnity Agreement will be in Carbon County District Court of Montana or the United States District Court, District of Montana, which shall have the exclusive jurisdiction over any such cause.

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: _____

BY COMPLETING THE INFORMATION BELOW, I REPRESENT THAT I AM _____, A PARENT OR LEGAL GUARDIAN, OR OTHERWISE LEGALLY AUTHORIZED TO SIGN ON THEIR BEHALF.

PARENT/LEGAL GUARDIAN NAME: _____	DOB: _____
PARENT/LEGAL GUARDIAN SIGNATURE: _____	Date: _____