

## 2020/21 Uphill Travel Agreement

Access for uphill travel (hiking-to-ski) on Red Lodge Mountain is a privilege, please be respectful of these rules and be safe. Our Uphill Policy is in effect during our operating season (opening day – closing day). Outside of this time-frame, Uphill Travel is not restricted and at-your-own-risk. **Red Lodge Mountain may close uphill travel at any time and without warning to ensure safety, security, and order.**

### UPHILL POLICY

1. Uphill Travel permitted between the hours of 4:30pm and 8:00am.
2. **Uphill Travel Pass or single use tickets are required**, and must be worn in an easily visible location.
  - a. Uphill Pass will be included with any purchase of a 2020-21 Season Pass or 6-Tix. All users will need to sign a waiver and obtain their Pass and a reflective armband in person at the Ticket Office.
3. For your safety and ours, STEER CLEAR of any runs with snow making equipment. (High-voltage electrical mixed with high-pressure water lines can result in serious injury or death). Do not ski over hoses or power cables.
4. ALWAYS check the snow report page on our website prior to heading out. It will have pertinent information regarding avalanche control work &/or closures. **Watch for the flashing red light on the left side of the entrance gate, which indicates when uphill travel is prohibited.**
5. STAY ALERT to what's going on around you, especially equipment, machinery, other skiers & riders. Move out of the way of snow cats and snowmobiles.
6. LIMIT your uphill travel, to no more than 2 people abreast.
7. LEAVE your dogs at home. Unfortunately, a few irresponsible dog owners have forced us to make this rule.
8. PLAN AHEAD and know that conditions change quickly. Temps can be sub-zero, especially with wind, and will get colder when the sun goes down.
9. Uphill Travel is BACKCOUNTRY SKIING. There are many unmarked hazards. The area is not patrolled. Avalanche danger exists. If you need rescuing, call 911.
10. BE SEEN and wear reflective clothing, especially in poor lighting.
11. NEVER GO ALONE.

### ROUTES

- There are two required uphill routes:
  - on lookers left: Show Off Alley to Chicken Trail to Lazy M to Grizzly Peak Summit
  - beginning on lookers left: Show Off Alley to Otto Bahn. As Otto Bahn passes Ladies Aid, move to lookers right and continue from Otto Bahn to Turnpike to Midway Chalet.
- All travel PROHIBITED on:
  - closed trails
  - any run on which snow making equipment is present.
  - all terrain park features
  - the following routes due to potential winch cat grooming: Pine Ridge, Upper Limited, Lower Limited, Big Silver, Little Tree, Face of M, Upper Royals, Drifter, Latigo

### TERMS & CONDITIONS

The following outlines Red Lodge Mountain's Uphill Pass/Ticket Policies. By purchasing an Uphill Pass/Ticket 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 Uphill Passes and Uphill Tickets. The term "Pass Holder" refers to purchasers of an Uphill Pass or Uphill Ticket.

1. A Red Lodge Mountain (RLM) Uphill 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 by anyone other than the person to whom the card is issued is a criminal offense.** 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. Rollovers of Uphill Passes to the next season are not permitted for any reason
4. Pass Holder agrees to carry his/her Pass whenever uphill, and to present the pass to resort personnel for inspection if requested.
5. Passes that are lost, stolen, broken, damaged or otherwise abused and fail to function must be replaced for a fee of \$15.00.
6. **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 at times close uphill travel at the resort to ensure safety, security and order, or if we consider that circumstances so require.

7. Red Lodge Mountain Management reserves the right to revoke the Pass and its privileges at any time and for any reason.

**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 parent or legal guardian has read and agreed to the terms of this Agreement as indicated by their signature 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: \_\_\_\_\_

EMAIL: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

Sign up to receive alerts on important info and closures:  Email  Texts

PARENT/LEGAL GUARDIAN NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

PARENT/LEGAL GUARDIAN SIGNATURE: \_\_\_\_\_