RED LODGE MOUNTAIN

Winter Ski and Snowboard Acknowledgment and Release of Liability & Indemnity Agreement, and Terms & Conditions

Please read carefully. This is a release of liability and waiver of legal rights.

The undersigned Pass holder ("Holder") is purchasing or obtaining a season pass, a 6-Tix, or a 4-Pack ("Pass") permitting Holder to access the ski area, facilities, equipment, and premises operated by Red Lodge Grizzly Peak, Inc. and JMA Ventures, LLC (collectively, "Red Lodge") for the purposes of winter recreation activities, including but not limited to skiing, snowboarding and all type of activities involving sliding or jumping on snow or ice, participation in ski or snowboard lessons, clinics and programs, participation in competitions and events, and other winter sports and activities (collectively, the "Activities"). The Pass does not confer any other rights, privileges, or benefits upon Holder. **Whether by selling the Pass or otherwise, Red Lodge does not make any representations or provide any assurances that Red Lodge is safe for the Activities, or for any other purpose.** Holder is solely responsible for Holder's safety while on Red Lodge property, regardless of how Holder accesses Red Lodge property. Holder agrees to abide by the Skier Responsibility Code and to participate in Activities within the limits of one's ability. Holder acknowledges that such precautions will not guarantee Holder's safety.

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 pass constitutes an agreement to abide by MONTANA CODE ANNOTATED 23-2-736 (duties of skier) and MONTANA CODE ANNOTATED 23-2-702 (definitions). **Holder acknowledges that the Activity carries certain risks, inherent and otherwise, including but not limited to injury, death, and property damage.** Holder acknowledges 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. **Holder understands that the description of risks in this Acknowledgment and Release of Liability & Indemnity Agreement ("Agreement") is not complete. Despite all the risks identified above, Holder voluntarily chooses to participate in the Activity.**

Holder is further aware that exceeding or failing to recognize the limits of Holder's abilities related to whatever Activities Holder may choose to pursue will exacerbate such inherent risks. Holder agrees to learn and recognize the limits of and not exceed Holder's abilities while accessing Red Lodge for purposes of engaging in Activities**. Holder accepts all legal responsibility for injury or damage of any kind related to Holder's pursuit of any recreational activity on Red Lodge property, whether or not such injury or damage results from those known inherent dangers and risks of skiing, snowboarding and the activities listed above.**

Holder agrees to obey all instructions printed on the trail map posted on Red Lodge property or provided verbally. Holder grants Red Lodge the absolute and irrevocable right and permission forever to use, reuse, publish photographs, audio or video recordings, in any medium and for any purpose whatsoever, including but not limited to, illustrations, web/internet, marketing, promotion, advertising and trade.

In consideration for allowing Holder to participate in Activities, Holder agrees to hold harmless, release, indemnify, and not to sue Red Lodge for any injury or loss to Holder, including death, which Holder may suffer, arising in whole or in part out of Holder's participation in Activities, including, but not limited to, those claims based on Red Lodge's alleged or actual negligence or breach of any contract and/or express or implied warranty.

ADULT AND PARENT/GUARDIAN AUTHORIZATION AND INDEMNIFICATION OF RED LODGE: As Parent or duly authorized Guardian for the minor(s) named below, I verify that I have authority to enter into this agreement on behalf of the minor child(ren). I have read, understand and agree that the minor child(ren) and anyone acting on their behalf, including me, is bound by the terms of this Agreement. Furthermore, if any claim or action including any claim alleging **negligence** is brought by the minor child or ward, or anyone claiming to act on their behalf, against Red Lodge, I agree to **defend, indemnify, and hold harmless Red Lodge** for any and all expenses incurred by Red Lodge in defending and/or satisfying any judgment**, including legal fees**. If I am not the parent or guardian of the minor child or ward, I nevertheless agree to **defend, indemnify and hold harmless Red Lodge**. I also agree that if I have signed this Agreement on behalf of any other adult who refuses to accept or carry out the terms of this Agreement by bringing a claim or action against Red Lodge, including any claim alleging negligence, I will personally **defend, indemnify, and hold harmless Red Lodge** for any and all expenses incurred by the Red Lodge in defending and/or satisfying any judgment, **including legal fees**.

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LIABILITY RELEASE DURATION AND REVOCATION: I agree that this Agreement shall apply to all uses of Red Lodge's facilities regardless of how Red Lodge's facilities are being used. I understand and agree that this Agreement will remain in effect and apply for every day that Holder engages in Activities, without executing an additional agreement for each day, season, or year, until a new Agreement is executed (or this Agreement is revoked by me in writing and that writing is accepted in writing, signed by an authorized representative of Red Lodge). A separate agreement may be required for equipment rental, lessons and/or other activities available at facilities.

VENUE: I agree that the exclusive forum for any claim arising from or relating to the Agreement shall be in the District Court for Carbon County, Montana, Twenty-Second Judicial District, or the United States District Court for the District of Montana.

BY MY SIGNATURE BELOW, I CERTIFY THAT:

1. **I AM AN ADULT PARTICIPANT, AT LEAST 18 YEARS OF AGE; OR**
2. **I AM THE PARENT, LEGAL GUARDIAN OR OTHERWISE LEGALLY AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE MINOR(S), AND I AGREE TO BE BOUND BY THIS LIABILITY RELEASE ON THEIR BEHALF; OR**
3. **IF SIGNING ON BEHALF OF ANOTHER ADULT, THE ADULT HAS READ, UNDERSTANDS AND CONSENTS TO BE BOUND BY THIS LIABILITY RELEASE AGREEMENT HAS GIVEN ME PERMISSION TO SIGN ON THE ADULT'S BEHALF.**

WARNING: IF THIS LIABILITY RELEASE IS NOT SIGNED BY THE REAL INTENDED USER, THE SIGNER THEREBY AGREES TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS RED LODGE FOR ANY CLAIM OR LAWSUIT INITIATED BY THE INTENDED USER AGAINST RED LODGE.

BY SIGNING THIS DOCUMENT YOU MAY BE WAIVING YOUR LEGAL RIGHT TO A JURY TRIAL TO HOLD THE PROVIDER LEGALLY RESPONSIBLE FOR ANY INJURIES OR DAMAGES RESULTING FROM RISKS INHERENT IN THE SPORT OR RECREATIONAL OPPORTUNITY OR FOR ANY INJURIES OR DAMAGES YOU MAY SUFFER DUE TO THE PROVIDER'S ORDINARY NEGLIGENCE THAT ARE THE RESULT OF THE PROVIDER'S FAILURE TO EXERCISE REASONABLE CARE. IF ANY PORTION OF THE AGREEMENT SHALL BE DEEMED UNENFORCABLE, THE REMAINING PORTIONS SHALL HAVE FULL FORCE AND EFFECT.

I, the undersigned, have fully read, understand, and agree to the above terms and conditions of this Acknowledgement and Release of Liability & Indemnity Agreement.

_____	_____/_____	_____
Holder's Signature	**Printed Name** **DOB**	**Date**
_____	_____/_____	_____
Signature of Parent or Guardian of Minor	**Printed Name** **DOB**	**Date**

TERMS & CONDITIONS

The following outlines Red Lodge Mountain's Pass Policies. By purchasing a pass, Holder agrees to these terms and conditions, and agrees to abide by the policies of Red Lodge.

1. A Red Lodge Mountain Season Pass, 6-Tix, or 4-Pack is **NOT REFUNDABLE** due to weather and mountain conditions, the Holder's physical condition, injury, pregnancy, change of residence, or for any other reason.
2. Access privileges are **NOT TRANSFERABLE** (to another person and/or date) and may not be used by anyone other than the designated Pass Holder. **Use of these passes/cards by anyone other than the person to whom the card is issued is a criminal offense.** Guests who knowingly let someone else use their 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. **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. **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.
8. **Red Lodge Mountain Management reserves the right to revoke a Pass and its privileges at any time and for any reason**.