



5th GRADE RIDE FREE Daily Lift Ticket Program 2017-2018 Application

1 Participant Info and Eligibility

PASSHOLDER'S FIRST NAME

LAST NAME

BIRTHDATE / /
month day year

AGE

ADDRESS
CITY STATE

ZIP/POSTAL CODE

HOME PHONE - -

SCHOOL:

TEACHER:

2 Secure Equipment Check-in

Check your skis or snowboard in an employee maintained secure area while you are in the lodge for lunch or a break.

Only **\$10.00** for unlimited use of the equipment check-in for the entire season!

Yes No

3 5th Grade Ride Free Program Rules

- The 5th Grade Ride Free Daily Lift Ticket Program Participant ("the Participant") will receive FREE lift tickets for the 2017-2018 season. **THE 5TH GRADE RIDE FREE DAILY LIFT TICKET PROGRAM CARD IS NOT A SEASON PASS**, and the Participant will need to obtain a free daily lift ticket each time he/she visits the mountain. Have the Participant present their program card to a ticket office cashier, with an accompanying adult who is a ticket or passholder, to get a free 5th grade ticket.
- All 5th Grade Ride Free Program **CARDS MUST BE PROCESSED AT THE BELLINGHAM BUSINESS OFFICE** or through the mail; 5th Grade Ride Free Program Cards will not be made or replaced at the ski area.
- When applying for a 5th Grade Ride Free Program Card please provide **PROOF THAT THE APPLICANT IS CURRENTLY ENROLLED IN THE 5TH GRADE**. Proof consists of a report card, school ID, or teacher note on school letterhead. For Homeschoolers to be eligible, please bring a letter of intent when applying for the program. All applicants must be between ages 9-11 as of December 31, 2017 to qualify for the 2017-2018 5th Grade Ride Free Program. The applicant can only be enrolled in a 5th Grade program for one season.
- AN ADULT WHO BUYS A LIFT TICKET OR HAS A SEASON PASS MUST BE WITH THE 5TH GRADE RIDE FREE PARTICIPANT IN ORDER FOR THE PARTICIPANT TO GET A 5TH GRADE RIDE FREE TICKET FOR THE DAY.** There is a maximum of two 5th Grade Ride Free Card holders per each paying adult.
- If the **5TH GRADE RIDE FREE PROGRAM CARD IS FORGOTTEN**, the Participant must **PURCHASE A DAILY LIFT TICKET** at the full daily lift ticket rate.
- NO ONE ELSE CAN USE THE PARTICIPANT'S 5TH GRADE RIDE FREE PROGRAM CARD** or lift tickets. There will be a charge of \$10 to replace a lost card.
- The 5th Grade Ride Free Program Card is **NOT TRANSFERABLE AND NOT EXCHANGEABLE** and is valid only during the 2017-2018 season. Only the original owner may use the 5th Grade Ride Free Program Card. **ANY ATTEMPT** to sell or transfer use of the 5th Grade Ride Free Program Card subjects the user of the card as well as the Participant to **FINES AND PROSECUTION** under Washington State Law, as well as revocation of all skiing and snowboarding privileges at Mt. Baker Ski Area. If the Card is misused or if any of the information on this application is inaccurate, the Participant's card privileges will be revoked.

4 Please Sign 5th Grade Ride Free Participant Release Agreement

Office Use Only

Processed By:

Date:

Release Signed: Yes

Proof (check one):

- Teacher Note Letter of Intent
 Report Card Other
 School ID

Equipment Check -In

- Cash
 Visa/MC
 Check #



5th GRADE RIDE FREE ART CONTEST

In the box below, draw what best represents Mt. Baker Ski Area to you, & your artwork could be chosen to be displayed on the front of next year's 5th Grade ride free card! The winner(s) will receive a **Mt. Baker t-shirt!**

Please mail or drop off at the Mt. Baker Business Office in Bellingham. Good Luck and remember to use **LOTS OF COLOR** and **fill the entire space in the box!**

ALL STUDENTS WHO WILL BE FIFTH GRADERS IN THE 2016-17 SCHOOL YEAR ARE ELIGIBLE TO ENTER.

<p>Please submit or mail entries to:</p> <p style="text-align: center;">Mt. Baker Ski Area, Inc. Fifth Grade Art Contest 1420 Iowa Street Bellingham, WA 98229</p> <p>Questions? Call (360) 734-6771</p>	First: <table border="1" style="display: inline-table; width: 100%; height: 15px;"></table>
	Last: <table border="1" style="display: inline-table; width: 100%; height: 15px;"></table>
	Address: <table border="1" style="display: inline-table; width: 100%; height: 40px;"></table>
	Phone #: <table border="1" style="display: inline-table; width: 100%; height: 15px;"></table>

I understand that by submitting this artwork to Mt. Baker Ski Area I agree to allow it to be used for any legitimate purpose in connection with the promotion of this or future programs or the promotion of Mt. Baker Ski Area, Inc.

RELEASE AGREEMENT

Acknowledgement of Risks and Hazards and Agreement Not To Sue

If either the minor or legal guardian are unwilling to assume all the risks associated with use of the 5th Grade Ride Free Program Card, all mountain activities and use of Mt. Baker Ski Area and/or any of its facilities, **DO NOT** sign this document, in which case the minor will **NOT** be authorized to participate in the 5th Grade Ride Free Program or use a 5th Grade Ride Free Program Card. If you sign this document, **BUT** make any alterations to it, the minor is **NOT** authorized to use a 5th Grade Ride Free Program Card.

This **RELEASE AGREEMENT** pertains to use of any and all facilities at Mt. Baker Ski Area.

NOTE: Mt. Baker Mountain Policies and Guidelines are LISTED ON THE OTHER SIDE OF THIS FORM. Additional policies are posted at the ski area and on our website: www.mtbaker.us.

This Release Agreement **APPLIES TO BOTH THE PARENT/LEGAL GUARDIAN** ("the Legal Guardian") **AND THE MINOR 5TH GRADE RIDE FREE PARTICIPANT** ("the Minor Participant") named in this Agreement. The terms "We" and "Our" refer to both the Legal Guardian and the Minor Participant and remain enforceable even if only one Party signs the Agreement.

We agree and acknowledge that by participating in the 5th Grade Ride Free Program and/or any mountain activities at Mt. Baker Ski Area, **WE ARE SUBJECT TO THE FOLLOWING RULES AND CONDITIONS OF USE BY MT. BAKER SKI AREA, INC. AND AGREE TO THESE TERMS:**

- We understand that as a visitor to Mt. Baker Ski Area we will encounter an ever-changing and at times severe mountain environment. **WE UNDERSTAND THAT OUR SAFETY IS NOT GUARANTEED.**
- We understand that it is **OUR RESPONSIBILITY TO BE SAFETY CONSCIOUS AT ALL TIMES, TO RESPECT ALL WARNING SIGNS, AND TO USE COMMON SENSE AND ACT RESPONSIBLY** for our own safety and the safety of others while at Mt. Baker Ski Area.
- We understand that **WE MAY BE SERIOUSLY HURT**, including fatal injuries, using the facilities or services of Mt. Baker Ski Area. **WE ACCEPT FULL RESPONSIBILITY FOR ALL MEDICAL EXPENSES INCURRED** as a result of the Minor Participant's use of this 5th Grade Ride Free Program Card and/or our use of any Mt. Baker Ski Area facility.
- WARNING: RISK OF AVALANCHE.** We understand that while snow safety and avalanche mitigation efforts by Mt. Baker Ski Area help reduce the risk of avalanches, avalanches and snow slides occur at ski areas, both inside and outside of posted boundaries. **AVALANCHES ARE AN INHERENT RISK OF THE SPORT** due to the characteristics of snow and its variable nature in the ever-changing mountain environment. We understand that we are responsible for becoming educated about snow safety and using this education to reduce the risk of injury or death to either of us through our own actions and awareness. See www.nwac.us, www.avalanche.org, and www.deepsnowsafety.org for more information.
- We acknowledge and fully understand that **SKIING AND SNOWBOARDING ARE ACTION SPORTS CARRYING SIGNIFICANT RISK OF SERIOUS PERSONAL INJURY, DEATH OR PROPERTY DAMAGE.** We understand the nature of skiing and snowboarding activities including riding chair lifts and tows, changing snow conditions, and avalanches. We also know that there are a variety of natural environmental conditions and risks that may cause serious injury or even death and we understand that there may be other risks including those not known to us or not foreseeable at this time. We believe with the Minor Participant's experience and capabilities and current physical condition **THE MINOR PARTICIPANT IS QUALIFIED TO PARTICIPATE IN SKI, SNOWBOARD, and MOUNTAIN ACTIVITIES AND HAS NOT BEEN ADVISED OTHERWISE BY A MEDICAL PROFESSIONAL.**
- We **AUTHORIZE AND CONSENT TO ANY FIRST AID**, medical treatment or transport for the Minor Participant that is deemed appropriate by a Mt. Baker first aid provider acting within the scope of his or her training.
- All visitors to the ski area are expected to adhere to **ALL MT. BAKER SKI AREA MOUNTAIN POLICIES AND GUIDELINES.** We understand that **VIOLATION** of any of these policies **MAY RESULT IN FINES, SUSPENSION OR REVOCATION OF SKIING OR SNOWBOARDING PRIVILEGES WITHOUT REFUND, AND/OR POSSIBLE PERMANENT TRESPASS FROM THE SKI AREA.** Infractions of any of the policies will remain on file and will affect eligibility for future pass purchases and/or use of Mt. Baker Ski Area facilities.
- We understand and acknowledge the following: **WARNING - SKIING, SNOWBOARDING, and MOUNTAIN ACTIVITIES ARE HAZARDOUS, CARRY SIGNIFICANT RISK OF SERIOUS PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, AND THE ENTIRE SKI AREA EXISTS IN A HAZARDOUS MOUNTAIN ENVIRONMENT.** Dangers include but are not limited to: Avalanches, sliding or falling snow, bare spots, variation and changes in snow, ice and terrain along with bumps, deep snow, tree wells, creeks, holes, moguls, stumps, forest growth and debris, rocks, cliffs, extreme terrain, risk-creating weather conditions, freestyle terrain, jumps, terrain modifications, equipment including but not limited to lifts and snow machines, collisions with structures, machines or devices and the **MANY OTHER HAZARDS THAT MAY EXIST WITHIN THE MOUNTAIN ENVIRONMENT OF THE SKI AREA. SUCH DANGERS ARE RECOGNIZED AND ACCEPTED** whether they are marked or unmarked, on or off the slopes and they may occur without warning. Falls and collisions with other people do occur and **WE ASSUME ALL RISKS AS WELL AS THE RESPONSIBILITY TO SKI OR SNOWBOARD UNDER CONTROL AT ALL TIMES.**
- We understand that helmets, safety equipment, proficiency checks, supervision and/or enforcement of rules **DO NOT AND CAN NOT GUARANTEE OUR SAFETY.**
- We understand **THERE ARE INHERENT RISKS AND DANGERS WHEN RIDING CHAIR LIFTS AND TOWS** and that **WHEN RIDING CHAIR LIFTS OR TOWS IT IS OUR RESPONSIBILITY TO BE FAMILIAR WITH PROPER LOADING, RIDING, AND UNLOADING TECHNIQUES, PROCEDURES, AND BEHAVIOR.** We are responsible for maintaining appropriate and safe chair lift and tow riding behavior and practices and assume all the risks associated with loading, riding, unloading, and all activities related to the use of chair lifts or tows.
- We understand that the **MINOR PARTICIPANT MAY BE PHOTOGRAPHED** and we agree to allow any photos, videos or film likeness of the Legal Guardian or the Minor Participant to be used for any legitimate promotional purpose by Mt. Baker Ski Area, Inc.
- Mt. Baker Ski Area reserves the right to close any or all facilities due to circumstances under its control or beyond its control: i.e., weather, lack of snow, road closures, etc. **FACILITY AND LIFT OPERATION MAY VARY.** We understand the season opening and closing dates are at the discretion of Mt. Baker Ski Area and may vary from printed schedules. **NO REFUNDS, CREDITS OR EXTENSIONS OF THIS 5TH GRADE RIDE FREE PROGRAM CARD WILL BE ISSUED** due to variations in facility and/or Ski Area operation during the 2017-2018 season.
- We have read, understand, and agree to the Program Rules outlined on the 5th Grade Ride Free Program application.

14. A) The Legal Guardian agrees to **RELEASE, INDEMNIFY and HOLD HARMLESS** Mt. Baker Ski Area, Inc., its owners, land owners, directors and officers, employees, sponsors, and agents ("Mt. Baker") from any and all claims related in any way to the Minor Participant's activities at or use of the Mt. Baker Ski Area and any of its facilities, including any and all claims for death, personal injury, property damage, theft, or actions of any kind, whether caused by negligence or otherwise. The Minor Participant agrees to this clause as permitted by law.

B) The Legal Guardian agrees to pay any and all legal fees incurred by Mt. Baker which may arise from any claims, actions or lawsuits by or on behalf of the Legal Guardian, the Minor Participant, our heirs, executors, or administrators.

C) This **RELEASE/INDEMNIFICATION** clause shall be construed broadly to provide **INDEMNITY and RELEASE OF LIABILITY** to the maximum extent permissible under applicable law. This **RELEASE AGREEMENT** is governed by the Laws of the State of Washington and venue for any disputes regarding this **AGREEMENT** and/or use of the Mt. Baker Ski Area facilities will be in the Superior Courts of Whatcom County.

We certify that we have **READ, UNDERSTAND AND ACCEPT** the terms of this Agreement and freely accept and assume the risk that we can suffer property damage, financial hardship, illness, severe personal injury or even death by using the Mt. Baker facilities or participating in mountain activities, not only in ways described, but also in ways that are unknown and unexpected, even if we follow instructions or advice. We understand and agree to the purchase terms and policies of this Program Card. We have reviewed a copy of Mt. Baker's Mountain Policies, Your Responsibility Code and Washington State Law RCW 79A.45.030, available on the other side of this form, the website, trail map, and/or posted at the ski area and understand and agree to the terms of these policies.

WE HAVE REVIEWED THE RISKS, HAZARDS, TERMS, AND POLICIES OUTLINED IN THESE DOCUMENTS TOGETHER. WE AGREE NOT TO SUE MT. BAKER.

MINOR PARTICIPANT
age 7 & up sign here

PRINTED NAME

SIGNATURE

DATE

mo / day / yr

LEGAL GUARDIAN

PRINTED NAME

SIGNATURE

DATE

mo / day / yr



Mt. Baker Ski Area MOUNTAIN POLICIES & GUIDELINES

Other policies, warnings and guidelines may be posted throughout the ski area.

YOUR SAFETY IS NOT GUARANTEED

- As a visitor here, you will encounter an ever-changing and at times severe mountain environment. **YOUR SAFETY IS NOT GUARANTEED.**
- It is your responsibility to be **SAFETY CONSCIOUS AT ALL TIMES, to RESPECT ALL WARNING SIGNS** and to **USE COMMON SENSE** and **ACT RESPONSIBLY** for your own safety and the safety of others.

YOUR RESPONSIBILITY CODE

- 1. ALWAYS STAY IN CONTROL.**
Ski or snowboard under control and in such a manner that you can stop or avoid others or objects.
- 2. PEOPLE AHEAD OF YOU HAVE THE RIGHT OF WAY.**
When proceeding downhill or overtaking others, you must avoid the person(s) below you.
- 3. STOP IN A SAFE PLACE FOR YOU AND OTHERS.**
You must not stop where you obstruct a trail or are not visible from above.
- 4. WHENEVER STARTING DOWNHILL, ENTERING A TRAIL, OR MERGING, LOOK UPHILL AND YIELD TO OTHERS.**
- 5. USE DEVICES TO HELP PREVENT RUNAWAY EQUIPMENT.**
- 6. OBSERVE ALL SIGNS,**
Respect warnings, and keep off closed trails and out of restricted areas.
- 7. YOU ARE THE SOLE JUDGE OF YOUR ABILITY.**
Know how to use the lifts safely and use runs and facilities of your ability level.

CLOSED AREAS & ROPE LINES

1. CLOSED AREAS

- DO NOT ACCESS CLOSED AREAS AT ANY TIME**
- Closed areas on the ski and snowboard hill are designated with closed signs at primary access locations.
- Closed or restricted facilities may be barricaded, roped or signed.
- If you enter a closed area you will be subject to a fine and/or permanent trespass from the ski area and possible prosecution under the new Washington State Law RCW 79A.45.070.

2. CANYON AND GUNNERS BOWL ZONES

- The perimeter of the in-ski-area sections of The Canyon and Gunners Bowl are marked with a rope line, signs and/or access gates. The eastern boundary between the backcountry and Gunners Bowl and The Canyon is not marked but exists.
- Access into The Canyon is strictly **PROHIBITED FROM ANY POINT WHEN CLOSED.**
- Access to Gunners Bowl from the Ski Area is strictly prohibited when **CLOSED.**

3. EXTREME DANGER ZONE & HAZARD ADVISORY ROPE LINES

- At your own risk, you may access Extreme Danger Zones or Hazard Advisory areas. **DO NOT** access **CLOSED** areas at any time.
- There is a minimum \$500 rescue fee for any rescue in an Extreme Danger Zone, Hazard Advisory, Cliff, Closed or Backcountry areas.
- Access into backcountry through boundary rope lines is subject to specific Backcountry Policy.

RESCUE MAY NOT BE POSSIBLE

Information about the additional risks that Extreme Danger Zones possess is available in our Mountain Policies & Guidelines brochure and website and on on-mountain signage.

VIOLATORS WILL BE EXPELLED FROM SKI AREA!

USING CHAIR LIFTS

WARNING: THERE ARE RISKS AND DANGERS WHEN USING LIFTS AND TOWS

It is **YOUR RESPONSIBILITY** to: Be familiar with proper loading, riding, and unloading practices and behavior **BEFORE** using the lift and maintain appropriate and safe lift riding practices.

WASHINGTON LAW

WASHINGTON STATE LAW STANDARD OF CONDUCT
as per RCW 79A. 45 et. seq.

- In addition to the specific requirements of this section, all skiers shall conduct themselves within the limits of their individual ability and shall not act in a manner that may contribute to the injury of themselves or any other person.
- No person shall:
 - Embark or disembark upon a ski lift except at a designated area;
 - Throw or expel any object from any tramway, ski lift, commercial skimobile, or other similar device while riding on the device;
 - Act in any manner while riding on a rope tow, wire rope tow, j-bar, t-bar, ski lift, or similar device that may interfere with the proper or safe operation of the lift or tow;
 - Wilfully engage in any type of conduct which may injure any person, or place any object in the uphill ski track which may cause another to fall, while traveling uphill on a ski lift; or
 - Cross the uphill track of a j-bar, t-bar, rope tow, wire rope tow, or other similar device except at designated locations.
- Every person shall maintain control of his or her speed and course at all times, and shall stay clear of any snowgrooming equipment, any vehicle, any lift tower, and any other equipment on the mountain.
- A person shall be the sole judge of his or her ability to negotiate any trail, run, or uphill track and no action shall be maintained against any operator by reason of the condition of the track, trail, or run unless the condition results from the negligence of the operator.
- Any person who boards a rope tow, wire rope tow, j-bar, t-bar, ski lift, or other similar device shall be presumed to have sufficient abilities to use the device. No liability shall attach to any operator or attendant for failure to instruct the person on the use of the device, but a person shall follow any written or verbal instructions that are given regarding the use.
- Because of the inherent risks in the sport of skiing all persons using the ski hill shall exercise reasonable care for their own safety. However, the primary duty shall be on the person skiing downhill to avoid any collision with any person or object below him or her.
- Any person skiing outside the confines of trails open for skiing or runs open for skiing within the ski area boundary shall be responsible for any injuries or losses resulting from his or her action.
- Any person on foot or on any type of sliding device shall be responsible for any collision whether the collision is with another person or with an object.
- A person embarking on a lift or tow without authority shall be considered to be a trespasser.

BACKCOUNTRY POLICY

If you leave the ski area boundary into the backcountry or re-enter the ski area from the backcountry, you must have all of the following or you will lose your ski area privileges:

- Avalanche transceiver and demonstrated ability to use it
- A partner
- Shovel
- Knowledge of the terrain and your ability
- Avalanche knowledge
- Knowledge of local avalanche conditions:
 - know this winter's snowpack layers
 - know the recent snowfall & type
 - know current NWAC forecast
 - know today's weather forecast (snowfall, temperature & visibility)

Probes and Handi-com radios or cell phones are recommended.