

RELEASE AGREEMENT & SEASON PASS 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 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 purchase or use a Mt. Baker Ski Area season pass. If you sign this document, **BUT** make any alterations to it, the minor is **NOT** authorized to purchase or use a Mt. Baker Ski Area season pass.

This RELEASE AGREEMENT pertains to the 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/ski-area-info/safety-education/mtn-safety

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

We agree and acknowledge that by purchasing a season pass and/or participating in 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:**

1. We understand that as a visitor to Mt. Baker Ski Area we will encounter a rugged, ever-changing, and at times severe mountain environment. **WE UNDERSTAND THAT OUR SAFETY IS NOT GUARANTEED.**
2. We understand that for our own safety and the safety of others it is **OUR RESPONSIBILITY TO USE GOOD JUDGEMENT AND BE SAFETY CONSCIOUS AT ALL TIMES, TO RESPECT ALL WARNING SIGNS, USE COMMON SENSE AND ACT RESPONSIBLY, AND ADHERE TO POLICIES AND GUIDELINES** while at Mt. Baker Ski Area.
3. 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 AND/OR ECONOMIC LOSSES OR DAMAGES** as a result of the Minor Passholder's use of his or her season pass and/or our use of any Mt. Baker Ski Area facility.
4. **WARNING: RISK OF AVALANCHE.** We understand that while snow safety and avalanche mitigation efforts by Mt. Baker Ski Area may 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.
5. We acknowledge and fully understand that **SKIING, SNOWBOARDING, AND MOUNTAIN ACTIVITIES ARE ACTION SPORTS CARRYING SIGNIFICANT RISK OF SERIOUS PERSONAL INJURY, DEATH OR PROPERTY DAMAGE.** We understand the nature of skiing, snowboarding, and mountain activities including riding chair lifts and tows, changing snow conditions, and avalanches. We also know that there are a variety of natural environmental and manmade 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 reasonably foreseeable at this time. We understand these risks, which independently or in combination with our activities or the acts of others, may cause property damage, severe social and economic losses, permanent disability, severe or even fatal injuries to ourselves or others which may result from our actions or inactions, negligence of others, the condition of the premise, and/or any equipment used. 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.**
6. We **AUTHORIZE AND CONSENT TO ANY FIRST AID**, medical treatment or transport for the Minor Passholder that is deemed appropriate by a Mt. Baker first aid provider acting within the scope of his or her training.
7. 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.
8. 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, snow immersion suffocation, 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, snowmobiles, collisions with structures, machines or devices and the **MANY OTHER HAZARDS, INCLUDING MADMADE OR NATURAL, 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.**
9. We understand that helmets, safety equipment, proficiency checks, supervision and/or enforcement of rules **DO NOT AND CAN NOT GUARANTEE OUR SAFETY.**
10. 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 good judgement, and 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.
11. We understand that the **MINOR PASSHOLDER MAY BE PHOTOGRAPHED** and we agree to allow any photos, video or film likeness of the Legal Guardian or the Minor Passholder to be used for any legitimate promotional purpose by Mt. Baker Ski Area, Inc.
12. 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 OR CREDITS ON THE PURCHASE OF THIS PASS WILL BE ISSUED** due to variations in facility and/or Ski Area operation during the 2018-2019 season.
13. At no time after payment is received is the pass **REFUNDABLE, TRANSFERABLE AND/OR EXCHANGEABLE.** This pass is valid only during the 2018-2019 season. This pass may be used only by the original owner. **ANYONE USING A FORGED, UNAUTHORIZED, STOLEN OR TRANSFERRED SEASON PASS WILL BE CONSIDERED A TRESPASSER AND ISSUED A MINIMUM OF A \$700 FINE AND FACE FELONY CHARGES AND PROSECUTION. ANY ATTEMPT** to resell or transfer use of the pass subjects the user of the pass as well as the passholder to **FINES AND PROSECUTION** under Washington State Law, as well as revocation of all skiing and snowboarding privileges at Mt. Baker Ski Area.
14. In the event the **SEASON PASS IS FORGOTTEN**, the passholder must **PURCHASE A DAILY LIFT TICKET** at the full daily lift ticket rate.
15. If lost or stolen, this pass shall be immediately reported to the White Salmon Administrative Office. There will be a **\$75.00 REPLACEMENT COST AND A ONE WEEK WAITING PERIOD** from the time the pass is reported missing to the White Salmon Administrative Office. Positive ID is required to receive a replacement pass.
16. The Mt. Baker Ski Area season pass will be used in place of the daily lift ticket. The **PASS MUST BE VISIBLE** to authorized ski area personnel and to the lift attendants every time before loading onto the lifts. **THE PASS WILL BE VOID IF ALTERED OR DEFACED IN ANY WAY** and the passholder will be responsible for a \$40 reprint fee at the discretion of an authorized Mt. Baker supervisor.

17. A) The Legal Guardian voluntarily 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 Passholder'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, social losses, economic losses, financial hardship, damages, theft, or actions of any kind, whether caused by negligence or otherwise. The Minor Passholder 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 Passholder, 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, social losses, damages, illness, severe personal injury or even death by using the Mt. Baker facilities or participating in mountain activities and associated activities, not only in ways described, but also in ways that are unknown and unexpected, even if we follow instructions or advice. We have had sufficient opportunity to read this entire document and we understand and agree to the purchase terms and policies of this Release Agreement and Season Pass Agreement. 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 AND UNDERSTAND THE RISKS, HAZARDS, TERMS, AND POLICIES OUTLINED IN THIS DOCUMENT. WE AGREE NOT TO SUE MT. BAKER.

MINOR PASSHOLDER age 7 & up sign here	Pass #
SIGNATURE	DATE / / mo / day / yr
LEGAL GUARDIAN	Made By:
SIGNATURE	Date Made: / /
PRINTED NAME	<input type="checkbox"/> ID verified
PRINTED NAME	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 a rugged, ever-changing, and at times severe mountain environment. **YOUR SAFETY IS NOT GUARANTEED.**
- It is your responsibility to **USE GOOD JUDGEMENT AND BE SAFETY CONSCIOUS AT ALL TIMES, to RESPECT ALL WARNING SIGNS and to USE COMMON SENSE and ACT RESPONSIBLY and ADHERE TO POLICIES AND GUIDELINES** 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 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 area.
- 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!

WASHINGTON LAW

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

- (1) 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.
- (2) 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.
- (3) 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.
- (4) 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.
- (5) 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.
- (6) 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.
- (7) 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.
- (8) 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.
- (9) 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.

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.

SLOW ZONES

At a minimum, you must ski or ride at, or slower than, the flow of traffic in a slow zone and you must be able to stop and/or avoid others or objects at any time.

RCW 79A. 45 (6)....**THE PRIMARY DUTY SHALL BE ON THE PERSON SKIING DOWNHILL TO AVOID ANY COLLISION** with any person or object below him or her.

NO BABIES IN BACKPACKS POLICY

Transporting a child in a back pack or front pack on any chair lift at Mt. Baker Ski Area is prohibited

Any child riding a chair lift at Mt. Baker must be wearing skis or a snowboard, have sufficient ability to ride the lift, and be familiar with proper loading, riding, and unloading practices and behaviors.