

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.

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

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 an ever-changing and at times severe mountain environment. WE UNDERSTAND THAT OUR SAFETY IS NOT GUARANTEED.
2. 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.
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 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 help reduce the risk of avalanches, avalanches and snow slides may 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.
5. We acknowledge and fully understand that SKIING AND SNOWBOARDING ARE ACTION SPORTS CARRYING SIGNIFICANT RISK OF SERIOUS PERSONAL INJURY, DEATH OR PROPERTY DAMAGE.
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.
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.
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.
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.
13. At no time after payment is received is the pass REFUNDABLE, TRANSFERABLE AND/OR EXCHANGEABLE.
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.
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 operators 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 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, 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, 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 season pass. 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 PASSHOLDER age 7 & up sign here

SIGNATURE

PRINTED NAME

DATE / / yr mo day

LEGAL GUARDIAN

SIGNATURE

PRINTED NAME

DATE / / yr mo day

Pass #
Made By:
Date Made: / /
ID verified



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.