

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

mo / day / yr

LEGAL GUARDIAN

SIGNATURE

PRINTED NAME

DATE

mo / day / yr

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