

RELEASE AGREEMENT & SEASON PASS AGREEMENT**Acknowledgment of Responsibility, Risks & Hazards, and Agreement Not To Sue**

If either the minor or legal guardian are unwilling to assume all the risks and responsibilities associated with all mountain activities and use of Mt. Baker Ski Area, Inc. 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 Mt. Baker Ski Area, Inc. facilities and/or services.

NOTE: Mt. Baker Mountain Policies and Guidelines are INCLUDED ON THE TRAIL MAP, posted at the ski area, and on the Mt. Baker Ski Area 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 and/or using a Mt. Baker Ski Area season pass, using any Mt. Baker Ski Area, Inc. facilities and/or services, 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:**

RESPONSIBILITY**1. WE ACCEPT RESPONSIBILITY TO:**

- a. **BE AWARE OF OUR ENVIRONMENT** and where we are.
- b. **SEEK KNOWLEDGE** about and understand Mt. Baker Ski Area policies and guidelines, codes and laws, mountain activities, and the mountain environment, including the risks, hazards, and dangers. The information is available – there is no excuse not to.
- c. Use **GOOD JUDGMENT** and **BE SAFETY CONSCIOUS** at all times.
- d. **ACTIVELY ASSESS & MINIMIZE RISKS** and hazards at all times.
- e. **RESPECT** all warnings and warning signs.
- f. Use **COMMON SENSE**.
- g. **BE AWARE OF OUR ACTIONS** and how they affect ourselves and others.
- h. **ACT RESPONSIBLY** for our own safety and the safety of others.
- i. **ADHERE TO SAFE CHAIR LIFT AND TOW RIDING BEHAVIOR** and practices.
- j. **ADHERE TO ALL MOUNTAIN POLICIES** and guidelines, as well as applicable codes and laws.

2. 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 & NON-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, Inc. facility or service.

3. The Legal Guardian understands that it is his/her responsibility to, at a minimum but not limited to those outlined in this agreement, **INFORM AND EDUCATE BOTH THEMSELVES AND THE MINOR PASSHOLDER** about all Mountain Policies and Guidelines, safety information, use of all facilities including chair lifts and tows, and the risks of skiing, snowboarding and mountain activities.

RISKS, HAZARDS, & DANGERS

4. We understand that as visitors 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.**

5. **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 and/or others through our own actions and awareness. See www.nwac.us, www.avalanche.org and www.deepsnowsafety.org for more information.

6. We acknowledge and fully understand the following: **WARNING - SKIING AND SNOWBOARDING ARE ACTION SPORTS AND THAT SKIING, SNOWBOARDING, AND MOUNTAIN ACTIVITIES, INCLUDING RIDING CHAIR LIFTS AND TOWS, CARRY SIGNIFICANT INHERENT RISK OF SERIOUS PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, AND THAT THE ENTIRE SKI AREA EXISTS IN A HAZARDOUS MOUNTAIN ENVIRONMENT.** We understand these risks which, independently or in combination with our activities or the acts of others, may cause property damage, severe social, economic & non-economic losses, permanent disability, severe or even fatal injuries to ourselves or others which may result from our own actions or inactions, negligence of others, the condition of the premise, and/or any equipment used. Further, we understand there may be other risks including those not known to us or not reasonably foreseeable at this time. 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.**

7. We understand **MOUNTAIN HAZARDS EXIST** and may cause serious personal injury or even death. Mountain hazards include both **NATURAL AND HUMAN CAUSED HAZARDS** which may be **MARKED OR UNMARKED** and **ON OR OFF THE SLOPES**. These **NATURAL AND HUMAN CAUSED MOUNTAIN HAZARDS** exist in and around **ALL FACILITIES OF THE SKI AREA** and include but are not limited to: **ORGANIC, GEOLOGICAL, SNOW, WATER AND WEATHER-RELATED HAZARDS** such as 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 hazards, creeks, holes, moguls, stumps, forest growth and debris, rocks, cliffs, extreme terrain, freestyle terrain, jumps, and mountain weather conditions. **HUMAN CAUSED HAZARDS** include but are not limited to: equipment, lifts & tows, snow machines, snowmobiles, terrain modifications, and collisions with structures, people, machines or devices. **MANY OTHER HAZARDS AND DANGERS EXIST WITHIN THE MOUNTAIN ENVIRONMENT** including those not known to us. **SUCH HAZARDS AND DANGERS ARE RECOGNIZED AND ACCEPTED** whether they are marked or unmarked, on or off the slopes and they may occur without warning.

8. 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 judgment, 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.

9. We understand the nature of skiing, snowboarding, and mountain activities, including riding chair lifts and tows, changing snow conditions, and avalanches.

10. We understand that helmets, safety equipment, proficiency checks, supervision and/or enforcement of rules **DO NOT AND CAN NOT GUARANTEE OUR SAFETY.**

11. We certify that 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.**

12. **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.

PASS PURCHASE POLICIES & USE

13. 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, Inc. facilities or services.

14. We understand that **WE 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.

15. Mt. Baker Ski Area, Inc. 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, Inc. 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 2019-2020 season.

16. At no time after payment is received is the pass **REFUNDABLE, TRANSFERABLE AND/OR EXCHANGEABLE.** This pass is valid only during the 2019-2020 season. This pass may be used only by the passholder. **ANYONE USING A FORGED, UNAUTHORIZED, INVALID, 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.

17. In the event the **SEASON PASS IS FORGOTTEN**, the passholder must **PURCHASE A DAILY LIFT TICKET** at the full daily lift ticket rate.

18. If lost or stolen, this pass shall be immediately reported to the White Salmon Administrative Office. There will be a **\$75 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.

19. 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.

20. For this pass to be valid, we certify that the signatures below are that of the Minor Passholder and the Legal Guardian and that we have made no misrepresentation about our identity on the Purchase Form or this Release Agreement.

HOLD HARMLESS & INDEMNIFICATION

21. 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 activities at or use of Mt. Baker Ski Area and any of the Mt. Baker Ski Area, Inc. facilities or services, including any and all claims for death, personal injury, property damage, social losses, economic & non-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.

22. 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.

23. 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 Mt. Baker Ski Area, Inc. facilities or services will be in the Superior Courts of Whatcom County.

24. We accept that if any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of this entire Agreement will be severable and remain in effect.

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, economic & non-economic damages, illness, and severe personal injury or even death to myself and my heirs 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/or 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 and Guidelines, Your Responsibility Code and Washington State Law RCW 79A.45.030, available on the trail map, website, and/or posted at the ski area and understand and agree to the terms of these policies.

Verified By: _____
 ID verified
Date Made: / /

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

PRINTED NAME

SIGNATURE

DATE / /
mo day yr

LEGAL GUARDIAN

PRINTED NAME

SIGNATURE

DATE / /
mo day yr