

NAME _____

**2018-2019 PINE MOUNTAIN RESORT SEASON PASS TERMS AND
CONDITIONS, AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT –
ADULT (18 and Older)**

PLEASE READ CAREFULLY, The following is a release of liability and waiver of certain legal rights.

(1) "Holder" means the undersigned, who agrees and understands that skiing, snowboarding, and using ski area facilities, including the lifts, for any purpose hereinafter the "Activity") can be **HAZARDOUS**. I, the HOLDER, understand the following paragraph applies whenever using a ski area in Michigan, and represents a summary of the inherent risks of skiing.

WARNING

A skier assumes the risk of any injury to person or property resulting from any of the inherent dangers and risks of skiing and may not recover from any ski area operator for any injury resulting from any of the inherent dangers and risks of skiing, including: changing weather conditions, existing and changing snow conditions, bare spots, rocks, stumps, trees, cliffs, extreme terrain, jumps and freestyle terrain; collisions with natural objects, man-made objects, or other skiers, variation in terrain; and the failure to ski within their own abilities.

(2) Holder realizes that falls and collisions occur and injuries may result from engaging in the Activity. Pursuant to the law, Holder assumes the responsibility of maintaining control at all times while engaging in the Activity. Holder is advised that a person using any of the facilities of the ski area is considered a skier, subject to the inherent risks of the sport. Holder is responsible for reading, understanding and complying with all signage, including instructions on use of lifts. Holder understands that he/she must have the physical dexterity and knowledge to safely load, ride and unload the lifts. Holder assumes the risks of riding the lifts and engaging in activities accessible from the lifts. Holder is advised that snowmobiles, snowmaking, and snow-grooming equipment may be encountered at any time. Holder realizes that the use of the ski area facilities involves risks including but not limited to: all of the risks mentioned above, high elevation, marked and unmarked obstacles, slick or uneven walking surfaces, surfaces covered with ice and snow and rugged mountainous terrain.

(3) In consideration of using the ski area facilities, Holder agrees to **ASSUME ALL RISKS** associated with the Activity and agrees to hold harmless, release, defend and indemnify Pine Mountain , Pine Mountain Management LLC, Northern Mountain Properties LLC, and Top O' the Mountain LLC and their agents, employees, representatives, assignees, directors, officers, owners, members (each hereinafter a "Released Party") from all liabilities and/or claims for injury or death to persons or damage to property arising from Holder's engagement in the Activity, including those injuries and any damages caused by the ski area operator's or any other Released Party's alleged or actual: a) negligence or b) breach of any express or implied warranty.

(4) Holder agrees to follow the duties of a skier and skier conduct as specified in the Michigan Ski Area Act of 1962

408.341 Skier conduct; prohibited conduct in the ski area.

Sec. 21.

- (1) A skier shall conduct himself or herself within the limits of his or her individual ability and shall not act or ski in a manner that may contribute to his or her injury or to the injury of any other person. A Skier should be the sole judge of his or her ability to negotiate a track, trail, or slope.
- (2) While in a ski area, a skier or passenger shall not do any of the following:
 - a. Board a ski lift which has been designated closed.
 - b. Willfully board or embark upon, or disembark from, a ski lift, except at an area designated for those purposes.
 - c. Intentionally drop, throw, or expel an object from a ski lift while riding on the lift.
 - d. Do any act which interferes with the running or operation of a ski lift, such as, but not limited too: swinging or bouncing on an aerial lift, attempting to contact supporting towers, machinery, guides, or guards while riding on a ski lift; or skiing out of the designated ski track on a surface lift or tow.

- e. Use a ski lift, unless the skier or passenger has the ability to use the lift safely without instruction on use of the lift by a ski area owner, manager, operator or employee, or unless the skier or passenger requests and receives instruction before entering the boarding area of the ski lift.
- f. Use a ski lift or ski without properly engaging and using ski restraining devices, brakes, or restraining straps.

408.342 Duties of Skier in Ski Area; acceptance of dangers.

Sec.22.

- (1) While in a ski area, each skier shall do all of the following:
 - a. Maintain reasonable control of his or her speed and course at all times
 - b. Stay clear of snow-grooming vehicles and equipment in the ski area.
 - c. Heed all posted signs and warnings.
 - d. Ski only in ski areas which are marked as open for skiing on the trail board described in section 6a(e).
- (2) Each person who participates in the sport of skiing accepts the dangers that inhere in that sport insofar as the dangers are obvious and necessary. Those dangers include, but are not limited to, injuries which can result from variations in terrain; surface or subsurface snow or ice conditions; bare spots; rocks, trees, and other forms of natural growth or debris; collisions with ski lift towers and their components, with other skiers, or with properly marked or plainly visible snow-making or snow-grooming equipment.

(5) In consideration of using the ski area facilities, HOLDER CONTRACTUALLY AGREES that ANY AND ALL CLAIMS for injury and/or death regarding an alleged incident shall be GOVERNED BY MICHIGAN LAW and EXCLUSIVE JURISDICTION shall be in the appropriate state court or Federal Court of Michigan.

(6) Holder realizes that entering or skiing in a "CLOSED" area is illegal. The ski area operator shall have the right to confiscate or revoke the privileges conferred by the pass where in the sole judgment of its representative the Holder: a) acts in any manner that endangers or may endanger the safety of Holder or any other person; b) violates the law; c) provides ski lessons or related services for compensation without express authorization; d) engages in misconduct or creates a nuisance. Such acts may also be prosecuted as a criminal offense. The pass is **NOT TRANSFERABLE, NON-REFUNDABLE, and CANNOT BE RESOLD**. The pass may be confiscated with a no re-issue, if in the sole judgment of a representative of the ski area operator; it is used in a fraudulent manner. Re-issued passes may be subject to a \$50 replacement fee. Holder acknowledges their affirmative duty to immediately notify the ski area operator if Holder's pass is lost or stolen

(7) This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable. This release shall be binding upon Holder's assignees, subrogors, distributors, heirs, next of kin, executors, and personal representatives.

I HAVE CAREFULLY READ THIS AGREEMENT, UNDERSTAND ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Name of Pass Holder _____

Date of Birth _____

Street Address _____

City State Zip Code _____

SIGNATURE _____

PHONE # _____

Email _____

DATE _____