

2012-2013 SEASON PASS AGREEMENT

EXPRESS ASSUMPTION OF RISK and FORUM SELECTION AGREEMENT



OKEMO MOUNTAIN RESORT · 77 OKEMO RIDGE ROAD, LUDLOW, VT 05149 · PHONE: 802-228-4041 · WWW.OKEMO.COM

- 1) **Winter Sports include Inherent Risks.** I understand and accept that skiing and other forms of winter mountain sports in which I may participate at Okemo Mountain Resort are hazardous with many inherent risks and resulting injuries or death. I acknowledge that my season pass affords me significant discounted access to winter sports activities at Okemo Mountain Resort. Therefore in consideration of this, my knowledge and understanding of these sports and the benefits, terms, and conditions of my season pass agreement, and being allowed to use the premises of Okemo Mountain Resort and participate there in winter sports activities, I freely and willingly accept and voluntarily assume all risk of property damage, personal injury, or death which occurs at Okemo Mountain Resort and which results from my participation in such winter sports activities and the inherent risks of such activities as they are defined herein, except damages, injury, or death which may occur while being transported on a ski lift at a time when I am in full compliance with all rules and regulations regarding such transportation.
- 2) **Inherent Risks Defined.** I further agree that the phrase "inherent risks" means those risks which are listed in this agreement, or those that can reasonably be inferred there from. I also agree that these risks are both obvious and necessary to these winter sports activities. I agree that these inherent risks include but are not limited to changing weather conditions; surface and/or subsurface snow conditions as they may from time to time exist and may change or be affected by weather, skier, or other participant usage, and whether such conditions are surface or subsurface or consist of ice, hard pack, powder, packed powder, wind pack, corn, crust, slush, cut up snow, and/or machine made or machine enhanced snow or rocks, bare ground or earth; other conditions including bare spots, rocks, forest growth and debris, stumps and trees, streambeds and other natural objects and/or collisions with such objects; collisions with lift towers, signs, posts, fences, or other enclosures, water and/or air pipes or other manmade structures, and/or their components such as hydrants used in snowmaking or for other necessary purposes; collisions with well marked or plainly visible snow mobiles, snow grooming, and/or other over snow vehicles or equipment; variations in steepness of terrain including but not limited to roads and/or other terrain modifications or variations in terrain that occur naturally or as the result of slope design, weather changes, snow making and/or snow grooming operations, or participant usage.
- 3) **I will not sue for inherent risks.** Therefore, in consideration of all of the above I agree that I will not make any claim nor bring any suit for any damages, injury, or death to myself which results from any such inherent risks, as I have agreed they are defined herein. I also agree, that in the event that anyone makes any claim against Okemo Mountain Resort or any of its officers, directors, shareholders, agents, and/or employees, arising out of one or more of these inherent risks and as a result of any of my activity on their premises or the use of their facilities, that I will indemnify and hold harmless Okemo Mountain Resort from such claims.
- 4) **Forum Selection Agreement.** I further agree that any dispute arising under this contract and/or from any use by me of any of the premises or facilities at Okemo Mountain Resort shall be litigated exclusively in the Superior Court of Windsor County, Vermont, or the U.S. District Court for the District of Vermont.
- 5) **Binding on myself and my heirs; Indemnity.** This contract may also be plead as an affirmative defense to any claim that I might make as a result of any damage, injury, and/or death which I may sustain as a result of my participation in winter sports activities and caused in whole or in part by one or more inherent risks of winter sports. I further agree that this contract is binding upon myself, my heirs and assigns. To the extent that I am signing this document on behalf of any minor I represent and guarantee that I have full authority to do so realizing the full binding effect of this contract on them as well as on myself and I further agree to indemnify and hold harmless Okemo Mountain Resort for any claims brought on behalf of the minor relating to any damages allegedly sustained by the minor while he/she was using their pass. I acknowledge that I have read, agree with, and understand the terms of this SEASON PASS CONTRACT-EXPRESS ASSUMPTION OF RISKS AND FORUM SELECTION AGREEMENT and that I am signing it freely and of my own will.
- 6) **Pass representation.** I agree to visibly display my Seasons pass when boarding lift. I understand that my Seasons pass is not transferable, non refundable and if lost, stolen or unrecognizable there is a \$50 replacement fee. I understand that fraudulent or misuse of my Seasons pass in any way or violation of Okemo Mountain Resort policies may result in legal prosecution and/or loss of lift privileges with no compensation. Use by a person other than the person to whom this Seasons pass was originally issued may be subject to fines of up to \$1,000. Theft of Services 13, V.S.A. Section 2581 and 2582. I assume responsibility to safeguard my pass from fraudulent or misuse.

Suspensions of Seasons Pass Privileges: In the event that a season's pass holder is found to violate Okemo Mountain Resort Policies & procedures, the Seasons pass privileges may be suspended. The suspension length may vary depending on the violation. When a season's pass holder has their pass suspended, the holder may not use Okemo Mountain Resort lifts and trails, nor may the Seasons pass holder purchase a lift ticket while under suspension.
- 7) **Abide by posted rules and Skier/Rider Responsibility Code.** I also agree to abide by the terms of any rules of conduct for sports participants posted at Okemo Mountain Resort or contained in its seasonal trail maps or brochures. OKEMO MOUNTAIN RESORT is committed to promoting slope safety. In addition to those using traditional alpine ski equipment, others on the slopes include snowboarders, telemark skiers or cross-country skiers, snowshoers, skiers with disabilities, skiers with specialized equipment and others. Always show courtesy to others and be aware that there are elements of risk in skiing and snowboarding that common sense and personal awareness can help reduce. Know your ability level and stay within it. Observe Your Responsibility Code listed below and share with others on the slopes the responsibility for a great snow sports experience.

I agree to abide by The Responsibility Code following: 1. Always stay in control and be able to stop or avoid other people or objects. 2. People ahead of you have the right of way. It is your responsibility to avoid them. 3. You must not stop where you obstruct a trail or are not visible from above. 4. Whenever starting downhill or merging into a trail, look uphill and yield to others. 5. Always use devices to help prevent runaway equipment. 6. Observe all posted signs and warnings. Keep off closed trails and out of closed areas. 7. Prior to using any lift, you must have knowledge and ability to load, ride and unload safely. KNOW THE CODE. IT'S YOUR RESPONSIBILITY.

Lift Safety. Be advised that you cannot board a lift unless you have sufficient physical dexterity, ability and knowledge to negotiate or to use such lift safely, or until you have asked for and received information sufficient to enable you to load, ride and unload the lift safely. You may not use a lift or any ski trail when under the influence of drugs or alcohol.

Slow Zones. Certain areas throughout Okemo Mountain Resort are designated as SLOW ZONES. These areas are designated as such with signage, warnings, or on the Trail map. Please observe the posted slow zone areas by maintaining a speed no faster than the general flow of traffic. Fast and aggressive skiing and riding will not be tolerated and will result in loss of season's pass.
- 8) **I hereby RELEASE Okemo Mountain Resort, The Okemo Difference LLC, Okemo Water Service, LLC., Resort Asset Management LLC, Triple Peaks LLC, Triple Peaks Inc., CNL Okemo Mountain Resort Income LLC, and the State of Vermont, their parent companies, subsidiaries, affiliates.**

ALL PASS HOLDERS MUST SIGN BELOW. If pass holder is under 18, signature of parent/legal guardian is required before skier will be allowed to pick up and/or use the season pass.

1.	PRINT NAME	SIGNATURE	DATE
2.	PRINT NAME	SIGNATURE	DATE
3.	PRINT NAME	SIGNATURE	DATE
4.	PRINT NAME	SIGNATURE	DATE
5.	PRINT NAME	SIGNATURE	DATE
6.	PRINT NAME	SIGNATURE	DATE

PRINT NAME OF PARENT / LEGAL GUARDIAN FOR ALL MINORS ABOVE

SIGNATURE OF PARENT / LEGAL GUARDIAN

DATE