

**RELEASE OF LIABILITY, WAIVER OF CLAIMS
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

PLEASE READ CAREFULLY!

This Agreement must be completed in full, signed, and dated before a Pass will be issued.

The undersigned, in consideration of the issuance and use of their 2008/2009 Season Pass agree as follows:

LIABILITY RELEASE

- A. I understand and agree that **skiing/riding is a hazardous sport** and that bare sports, variation in snow, ice, unpredictable terrain, bumps, moguls, stumps, forest growth, debris, rocks and other hazards or obstacle exist within the Loup Loup Ski Bowl ski area. In using the Pass and skiing/riding at Loup Loup Ski Bowl, the Pass Holder assumes such risks and dangers whether marked or unmarked.
- B. I have read, understand, agree with and will obey **Your Responsibility Code** as printed on the back of my pass, in regards to the ski area rules and policies.
- C. I hereby agree to grant permission to the Loup Loup Ski Education Foundation to utilize the pass holder's image or likeness on photographs or videotapes created for the Loup Loup's promotion purpose.
- D. I hereby, **RELEASE, HOLD HARMLESS AND INDEMNIFY** the Loup Loup Ski Education Foundation and it's subsidiaries, officers, employees, and agents from any and all claims arising out of or in connection with the use of this pass, including, but not limited to claims alleging negligence.
- E. This is a binding contract that is intended to provide a **comprehensive release of liability**, but is not intended to assert any defenses that are prohibited by laws. If any part of this contract is deemed unenforceable, all other parts shall be given full force and effect.

SEASON PASS RULES AND POLICY

A season pass is non-transferable and non-refundable. There will be absolutely no refunds on season pass purchases unless authorized by the Loup Loup Ski Bowl general manager.

Refunds will only be considered due to medical conditions and will not be considered if received after February 28th of the season for which the pass was purchased.

The season pass holder agrees to display their season pass at all times when accessing a lift.

Forgotten pass- a day lift ticket will be issued to the season pass holder the first time a season pass is forgotten. The ticket is for the sole use of the pass holder to whom it is issued. If the pass holder's season pass is found to be used on the same day the ticket is issued, the season pass will be revoked without refund. The season pass holder will also be billed for actual damages as well as a penalty of not less than \$100 or more than \$200 as provided in RCW 4.24.230.

Lost or stolen passes must be reported to the ticket office immediately. A fee of \$25 will be required to reissue a new pass. If you find your lost pass you must notify and return it to the ticket office immediately.

Loup Loup Ski Education Foundation reserves the right to change it's tentative open/close dates and operating hours, as well as determine the number of lifts in operation and terrain available for the use at any given time.

Loup Loup Ski Education Foundation reserves the right to cancel a pass for failure to comply with regulations set herein and/or disregard for the safe use of lifts, terrain and/or other facilities at the area, and/or disregard for the Loup Loup Ski Bowl's responsibility code or any other ski area rules and policies. This includes, but is not limited to, criminal misconduct, disruption of business, reckless or excessive speed, skiing/riding outside the ski area boundary, staying within the ski area boundary after trail closing procedures begin, or re-entering the ski area boundary after trail closing procedure is complete and violations of laws or policies of the Okanogan Nation forest and/or State Lands.

I HAVE READ AND AGREE TO COMPLY WITH THE ABOVE LIABILITY RELEASE AND STATEMENT OF RULES AND POLICIES. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN THE LOUP LOUP SKI EDUCATION FOUNDATION, AND MYSELF AND I SIGN IT OF MY OWN FREE WILL.

Signature(s) of all Pass Holder(s):

1) _____ Date _____ Pass # _____

2) _____ Date _____ Pass # _____

3) _____ Date _____ Pass # _____

4) _____ Date _____ Pass # _____

If I am signing on behalf of a minor (18 and under), I accept full responsibility and **RELEASE, HOLD HARMLESS and INDEMNIFY** Loup Loup Ski Education Foundation, it's subsidiaries, officers, employees, and agents from all claims and medical expenses incurred as a result of the use of this Pass and the ski area facilities. I also agree to **RELEASE, HOLD HARMLESS and INDEMNIFY** Loup Loup Ski Education Foundation, its subsidiaries, officers, employees, and agents for any claims brought by or on behalf of the above mentioned minor.