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TERMS & CONDITIONS, RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS & INDEMNITY AGREEMENT

BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT.

PLEASE READ CAREFULLY!

ASSUMPTION OF RISKS

I acknowledge that skiing, snowboarding and all type of activities involving sliding or jumping and snow or ice involves inherent threats and dangers that are part of the sport and cannot be eliminated. These inherent threats and dangers include, but are not limited to; changing weather conditions, snow conditions as they exist or as they may change, including ice, hardpack, powder, packed powder, windpack, corn snow, crust, slush, machine made snow, and avalanches (except on open, designated ski trails); collisions with natural surface or subsurface conditions, such as, but not limited to, bare spots, forest growth, rocks, stumps, streambeds, cliffs, trees, and other natural objects; collisions with lift towers, signs, posts, fences, enclosures, hydrants, water pipes, or other artificial structures and their components; variations in steepness and terrain, whether natural or the result of slope design, snowmaking, or snow grooming operations, including, but not limited to, roads, freestyle terrain, ski jumps, catwalks, and other terrain modifications; collisions with clearly visible or plainly marked equipment, including, but not limited to lift equipment, snowmaking equipment, snow grooming equipment, trail maintenance equipment and snowmobiles, whether or not the equipment is moving; collisions with other skiers; the failure of a skier to ski within that skier's ability; skiing in a closed area or skiing outside the ski area boundary as designated on the ski area trail map; and restricted visibility caused by snow, wind, fog, sun, or darkness. I accept all legal responsibility for injury or damage of any kind to the extent that the injury or damage results from inherent dangers and risks of skiing, snowboarding and the activities listed above.

I agree that I will abide by the following Responsibility Code when skiing and snowboarding:

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 the knowledge and ability to load, ride and unload safely.
8. If witness to or involved in an accident, alert Ski Patrol and remain on scene.
9. Do not use lift or trails if under the influence of alcohol or drugs.

RELEASE OF LIABILITY, WAIVER OF CLAIMS & INDEMNITY AGREEMENT

I understand and accept that skiing and snowboarding, in its various forms, is a hazardous sport that has many inherent dangers and risks. I assume all such risks and agree to release, hold harmless and indemnify Red Lodge Mountain/Red Lodge Grizzly Peak, Inc., its agents and employees from any and all claims and liabilities arising out of or in connection with the use of this pass and/or all of the associated premises. If I am signing on behalf of a minor, I verify that I am the parent or legal guardian of the minor and have authority to enter into this agreement and I agree to release, hold harmless and indemnify Red Lodge Mountain/Red Lodge Grizzly Peak, Inc., its agents and employees from any and all claims of the minor.

PLEASE TURN OVER TO READ THE TERMS & CONDITIONS AND TO SIGN

TERMS & CONDITIONS

The following outlines Red Lodge Mountain's Pass Policies. By purchasing any of the Red Lodge Mountain Passes, the Pass Holder agrees to these terms and conditions, and agrees to abide by the policies of Red Lodge Grizzly Peak, Inc. The terms "Pass" and "Passes" refer to all Season Pass and 6 Tix and 10 Tix (6/10 Tix) products. The term "Pass Holder" refers to purchasers of a Season Pass or a 6/10 Tix. The term "Season Pass Holder" refers exclusively to purchasers of a Season Pass.

1. A Red Lodge Mountain (RLM) Pass and/or a Pass down payment is **NOT REFUNDABLE** due to snow conditions, the Pass Holder's physical condition, injury, change of residence, or for any other reason.
2. Pass privileges are **NOT TRANSFERABLE** (to another person and/or date) and may not be used by anyone other than the Pass Holder. In the event of a transfer to, or use by another person, management of Red Lodge Grizzly Peak, Inc. may revoke the Pass and its privileges at any time without refund. This misuse is considered "Theft of Services" under Section 45-6-305, MCA, 1978, and carries a fine up to $500 and/or imprisonment up to six months.
3. In the event of an injury or medical issue that prevents the Pass Holder from skiing or snowboarding for the entire season, it may be possible to roll over the purchase price of a Pass to the very next season. To qualify for a rollover of the Pass' value, the Pass Holder must supply notification from a medical professional stating that the Pass Holder is either not advised or is not able to ski or snowboard for the entire season. Said notification must be received within 2 weeks (14 days) of the injury or medical issue occurrence. A $15 fee will be deducted from the value being rolled over, and the value of days that the Pass has been used based on the full-day lift ticket window rate will also be deducted. The remaining value that is rolled over is only valid for the very next season and may be applied to the current price of a Pass at the time of purchase. All rollovers are at the discretion of and subject to approval by RLM management. Rollovers are not available for any reasons other than those previously defined.
4. Pass purchasers that choose to make a down payment for a Season Pass grant Red Lodge Grizzly Peak, Inc. authorization to retain the purchaser's credit card information and to charge said credit card on or after August 17, 2015 for the remainder of the purchase balance.
5. In order to qualify for the reduced price Junior Season Pass price (1) an Adult Season Pass must accompany the purchase, and (2) the junior must be a dependent of the adult. Multiple reduced price Junior Season Passes may be purchased with each Adult Season Pass purchased, as long as all Season Passes are purchased within one transaction. If a reduced price Junior Season Pass is purchased without an accompanying Adult Season Pass, or if the junior is not a dependent of the adult, the price difference between said Season Pass and a full price Junior Season Pass will be charged upon Season Pass issuance.
6. The Pass Holder agrees to carry his/her Pass whenever loading any chairlift, and to present the Pass to resort personnel for inspection when requested.
7. If a Pass is lost or stolen, the Pass Holder must report it to the Ticket Office immediately. A replacement Pass can be obtained for $15.00.
8. If a Pass is broken, damaged, or otherwise abused and fails to function, the Pass Holder must purchase a replacement Pass for $15.00.
9. If the Pass Holder forgets his/her Pass, a one-time only day ticket can be obtained for $5.00 at the Ticket Office. After that, the Pass Holder will be required to purchase a full price lift ticket or a replacement Pass for $15.00.
10. The management of Red Lodge Grizzly Peak, Inc. reserves the right to revoke the Pass and its privileges at any time.
11. RLM Season Pass Holders are granted skiing privileges at Homewood Mountain Resort in California. Skiing at Homewood Mountain Resort is unlimited, with the condition that the Season Pass Holder spends the majority of their ski days at RLM. Season Pass Holders who fail to spend the majority of their ski days at RLM will lose their privileges at Homewood Mountain Resort. Weekday Season Pass Holders are limited to skiing privileges at RLM only.
12. Season Pass Holders receive a 10% discount on food, rentals, demos, lessons (excluding Training Team programs), and retail items purchased at RLM during the 2015/16 season. Season Pass Holders are also eligible to purchase up to 2 discounted midweek lift tickets (Buddy Passes) per weekday, exclusive of holiday periods.
13. 6/10 Tix are valid for the entire season for which they were purchased. Any unused days still remaining at the end of the season will be forfeited.
14. 6/10 Tix Holders receive a 5% discount on food purchased at RLM. This discount cannot be combined with other offers.

My signature on this paper indicates that I have read this form completely and fully understand and accept its contents and sign of my own free will and accord.

Pass Holder Name - Printed	Signature of Pass Holder or Parent/Guardian for	Date