

THREE RIVERS PARK DISTRICT

Season Pass Agreement and Release of Liability



PASSES ARE NON-REFUNDABLE AND NON-TRANSFERABLE

The Season Pass Holder must display and have in their possession their pass at all times. Three Rivers Park District is not responsible for season pass or passes if lost or stolen and the pass may be revoked without refund at any time for misconduct or nuisance caused by the pass holder. Skiers observed violating the "Your Responsibility Code" may lose all privileges. If the pass is forgotten the skier will be required to purchase a daily lift ticket at full price. If the pass is stolen or lost, a fee of \$25.00 will be required to obtain a replacement pass. If the pass is stolen or lost a second time the skier/rider will be required to pay a fee of \$100.00 to obtain a replacement pass. If the pass is stolen or lost a third time the skier/rider will be required to pay full price for a replacement pass.

PLEASE READ CAREFULLY, THIS IS A RELEASE OF LIABILITY & WAIVER OF LEGAL RIGHTS

The purchaser(s) and user(s) of this pass or passes as a condition of being permitted to use the facilities of the area agrees:

1. I understand and accept that alpine skiing and snowboarding in its various forms is a HAZARDOUS SPORT that has many dangers and risks. I realize that injuries are a common and ordinary occurrence of this sport and that severe injury, including death, is an inherent risk of skiing/snowboarding. **I expressly assume all risk associated with skiing and/or snowboarding** including without limitation, the risks and inherent dangers associated with skiing/snowboarding and riding the lifts. These risks include, but are not limited to, changes in terrain, weather and snow surfaces, changes in lighting conditions, ice, moguls, bare spots, debris, fences, posts, trees, lift equipment and towers, rope tows, light poles, signs, buildings, roads and walkways, ramps, half-pipes, padded and non-padded barriers, jumps, rails, boxes, and other terrain features, grooming equipment, snowmobiles, utility or all-terrain vehicles, collisions with other persons, and other natural and man-made hazards. I agree to follow, and be bound by, Your Responsibility Code promulgated by the National Ski Areas Association and posted at this ski area.
2. In consideration of being allowed to use the area facilities and premises of Three Rivers Park District, and specifically in exchange for the opportunity to purchase an alpine season pass at Three Rivers Park District I agree to release Three Rivers Park District, and its agents, employees, directors, officers and shareholders (hereinafter collectively referred to as "the Park District") from any and all liability for personal injury, death or property damage which results in any way from negligence, conditions on or about the premises and facilities, the operations, actions or omissions of employees or agents of the area, or my participation in skiing, snowboarding or other activities at the area, accepting myself the full responsibility for any and all such damage or injury of any kind which may result. This release applies to all claims resulting from anything that happens after the execution of this agreement.
3. To the extent I am signing on behalf of a minor, I hereby release The Park District from any and all liability for personal injury, death or property damage sustained by said minor which results in any way from negligence, conditions on or about the premises and facilities, the operations, actions or omissions of employees or agents of the area, or the minor's participation in skiing, snowboarding or other activities at the area, accepting myself the full responsibility for any and all such damage or injury of any kind which may result.
4. I further agree to defend, indemnify and hold harmless the Park District from any and all claims, demands, losses, damages and liabilities, contribution or otherwise with respect to personal injury, death or property damage arising from my or a minor's on whose behalf I signed, participation in skiing, snowboarding or other activities at the Park District facility. I promise not to sue the Park District and further agree that if anyone is physically injured or property is damaged while I am engaged in any activity at the Park District facility I will have no right to make a claim or file a lawsuit against the Park District. I agree to defend and indemnify the Park District for any and all claims, including subrogation and/or derivative claims brought by any third party or insurer, which I may cause.
5. In accordance with Minnesota law, nothing in this Release of Liability should be construed as releasing, discharging or waiving any claims I may have for conduct that constitutes greater than ordinary negligence on the part of the Park District, or its owners, officers, shareholders, agents or employees.
6. This Release of Liability is governed by the Laws of the State of Minnesota and is intended to be interpreted as broadly as possible. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.

I HAVE CAREFULLY READ THE RELEASE OF LIABILITY ON THE BACK AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND I SIGN IT OF MY OWN FREE WILL.

Season Passholder's Signature

Season Passholder's Printed Name

Date

Parent/Guardian: If the season passholder is a minor, I verify that I have the authority to enter into this agreement on behalf of the minor and I agree to be bound by all terms and conditions of this agreement.

Parent/Guardian's Signature

Parent/Guardian's Printed Name

Date