

Hyland Ski & Snowboard Area Season Pass Waiver

The Season Pass Holder must display and have in their possession their pass at all times. 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 \$100.00 to obtain a replacement pass. If the pass is lost or stolen a third time the skier/rider will be required to pay full price for a replacement pass. Passes are valid for the season in which they were purchased. Passes are non-refundable and non-transferable.

AGREEMENT AND RELEASE OF LIABILITY; PLEASE READ CAREFULLY

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 am aware that all forms of Alpine activities available, including but not limited to skiing, snowboarding, blading and snowdecking, and the associated use of aerial or surface lifts, are hazardous activities involving exposure to inherent and other risks of injury, death or property damage. These risks include, but are not limited to, continually changing weather conditions and visibility, surface and sub-surface snow or ice conditions, design and conditions of natural or man-made terrain features that may exist throughout the area, drop-offs, moguls, bare spots, rocks, ruts, stumps, trees, lift towers, snowmaking equipment, poles, ropes, posts, grooming and maintenance vehicles, snowmobiles, man-made rails and other terrain park apparatus and participants. In recognition of the risks associated with my participation in Alpine activities through the use of my pass, I voluntarily accept and assume all risks of injury, death and/or property damage that might be associated with or result from these activities.
2. That usage of the facilities of the Three Rivers Park District is undertaken by the purchaser and user of this ticket at his/her sole risk and that Three Rivers Park District shall not be liable for any claims, demands, injuries, damages, actions or causes of action, whatsoever to the user arising out of or connected with the use of the facility.
3. To expressly release and discharge and agree to defend and indemnify, Three Rivers Park District from all such claims, demands, injuries, damages, actions or causes of action, and from all acts of passive negligence on the part of Three Rivers Park District, its servants, agents, employees, or volunteers.
4. That the purchaser and user of this ticket waives claims which may include, but are not necessarily limited to claims arising out of instruction, supervision, conditions of the premises, condition of the equipment, and the administration of first aid. Nothing in this release should be construed to release willful or wanton misconduct by any representative of Three Rivers Park District.
5. That participation in using the facilities of the ski area is bargained for and supported by consideration, and that alternative schools, services, areas, equipment and products are available. The user has made no misrepresentations to Three Rivers Park District, its servants, agents, employees, or volunteers in regard to user age or skiing ability.
6. That 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" will lose all privileges.
7. That when using the area, the pass must be worn and visible to lift attendants at all times.
8. That the purchaser and/or the user of this pass or passes has read and understands these provisions.

Freestyle Terrain: Freestyle terrain may include half-pipes, as well as terrain parks and terrain features. They are provided for your enjoyment and offer adventure, challenge, and fun. However, freestyle terrain use, like all skiing and riding, exposes you to risk of serious injury, death and/or property damage. Prior to using freestyle terrain, it is your responsibility to familiarize yourself with all instructions and warnings and to follow "Your Responsibility Code".

- Freestyle Terrain contains man-made and natural terrain variations.
- Freestyle Terrain changes constantly due to weather and use.
- Inspect Freestyle Terrain before using and throughout the day.
- In jumping and using this terrain, you assume the risk of serious injury, death and/or property damage.
- Be courteous and respect others.
- One user on a terrain feature at a time.
- Never jump blindly-use a spotter when necessary. Look Before you Leap!
- It is your responsibility to control your body on the ground and in the air.
- Always clear the landing area quickly.
- Always ride or ski in control and within your ability.

Your Responsibility Code: Three Rivers Park District 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, 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 SnowSports experience.

- Always stay in control, and be able to stop or avoid other people or objects.
- People ahead of you have the right of way. It is your responsibility to avoid them.
- You must not stop where you obstruct a trail, or are not visible from above.
- Whenever starting downhill or merging into a trail, look uphill and yield to others.
- Always use devices to help prevent runaway equipment.
- Observe all posted signs and warnings. Keep off closed trails and out of closed areas.
- Prior to using any lift, you must have the knowledge and ability to load, ride and unload safely.

I am aware that by signing this application form I am releasing my legal rights as well as those of any minor for whom I am signing. If the individual using the season pass is under the age of 18 a parent or legal guardian signature is required for a pass to be issued.

Print Season Pass Holder Name

Signature of Season Pass Holder

Print Parent/Legal Guardian Name

Signature of Parent/Legal Guardian