

CALIFORNIA SNOW GOLD PASS APPLICATION 2014-2015

Name _____ Date of Birth _____

Address _____

City _____ State _____ Zip _____

Day Phone _____ Evening Phone _____ Cell Phone _____

Company _____ E-mail _____

Number of Passes: _____

CALIFORNIA SNOW GOLD PASS PROGRAM RULES

Please read carefully and sign and date at the bottom of the page

1. Transferability: The Gold Pass is transferable between individuals at the Pass owner's discretion. The Gold Pass owner is responsible for following all rules and ensuring that anyone using his/her Pass is fully aware of the rules. Although the Gold Pass is transferable, LIFT TICKETS ARE NEVER TRANSFERABLE AND CANNOT BE SOLD or otherwise distributed.

2. Responsibility: ULTIMATE RESPONSIBILITY OF HOW THE PASS IS USED RESTS WITH YOU, THE PASS OWNER. If someone uses and/or abuses your assigned pass (es), there will be no replacement pass (es) issued to you, the original owner. Anyone using the Gold Pass must adhere to the rules and regulations posted by participating ski areas and listed on valid lift tickets/vouchers.

3. Usage: THE GOLD PASS IS VALID FOR ONLY ONE (1) LIFT TICKET PER DAY AT ONE (1) PARTICIPATING SKI AREA PER DAY. ONLY ONE

(1) PERSON MAY USE THE PASS EACH DAY. A California Snow Gold Pass may not be used more than 50 times at any one resort during the 2014-2015 snow season. Any violations will be reported to California Snow, Inc., which reserves the right to CANCEL a Pass that has been misused – without reimbursement of payment. Ski areas where violations occur may also prosecute individuals independently. We continue to work closely with ticketing and security departments at ski resorts to help prevent ticket fraud activity.

4. Resale: The Gold Pass itself is the property of California Snow, Inc. It is not for resale and BECOMES INVALID IF RESOLD.

5. Lost, Missing or Stolen: If a Gold Pass becomes lost, missing or stolen, please notify our office immediately by calling us at 415-389-1000 ext 1002. A replacement Gold Pass will be mailed to you for a replacement fee of \$50.00 each.

PAYMENTS

- *Checks and money orders*
 - Payable to: **California Ski Industry Association.**
 - Send to: 20 Sunnyside Avenue, Suite D, Mill Valley, CA 94941
- *Online payments* at **californiasnow.org**
- *Fax* (fill out form below) to **415-360-5753**

*** VISA, MasterCard and Discover.**

Card Holder Name: _____

Card Number: _____

Card Code: _____ Billing Zip Code: _____ Exp. Date: _____

I have read the rules regarding the ownership and use of a California Snow Gold Pass for the 2014 -2015 season and agree to all of the above terms and conditions.

Signed: _____ Date: _____

Please return this form WITH the Liability and Indemnity Agreement.

CSIA CALIFORNIA SNOW GOLD PASS

RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

THIS IS A LEGALLY BINDING DOCUMENT, CAREFULLY READ AND UNDERSTAND IT BEFORE SIGNING

I, _____ (PRINT FULL NAME OF PASS HOLDER), **HEREBY ACKNOWLEDGE** that I have voluntarily applied to purchase a California Ski Industry Association ("CSIA") in order to participate in winter snow sports and related activities at the participating areas set forth below.

The Participating Areas include the following:

Alpine Meadows Ski Area	Homewood Mountain Resort	Northstar-at-Tahoe	Squaw Valley Ski Corp.
Bear Mountain Resort	June Mountain Resort	Northstar-at-Tahoe Cross-Country	Sugar Bowl Ski Resort
Bear Valley Cross-Country	Kirkwood Cross-Country Ski Area	Royal Gorge Cross-Country Ski	Tahoe Cross-Country
Bear Valley Mountain Resort	Kirkwood Mountain Resort	Resort	Tahoe Donner Downhill Ski Area
Boreal Mountain Resort	Mammoth Mountain Ski Area	Sierra-at-Tahoe Snowsports Resort	Tahoe Donner XC Ski Area
China Peak	Mountain High Resort	Snow Summit Mountain Resort	Tamarack Lodge Resort
Diamond Peak Ski Resort	Mt. Rose Ski Tahoe	Snow Valley Mountain Sports Park	Yosemite's Badger Pass
Dodge Ridge Wintersports Area	Mt. Shasta Ski Park	Soda Springs Winter Resort	
Heavenly Mountain Resort			

By signing this Release of Liability and Indemnity Agreement, I, my child, and the user of the Pass (collectively, "I" or "my") acknowledge that I have chosen to participate in winter sports activities and/or other recreational activities, including, but is not limited to, alpine skiing, snowboarding, Nordic skiing, telemark skiing, snow tubing, ice skating, and all forms of winter recreation available to pass holders through the Participating Areas listed above (collectively, the "sport"). I understand that my participation in the sport poses inherent and other risks of INJURY and DEATH to me. I understand that participation in the sport involves risks including, but not limited to, the risks posed by variations in terrain and snow conditions, surface and subsurface snow conditions, bare spots, bumps, moguls, ice, stumps, forest growth and debris, erosion control devices, rocks, cliffs, steep terrain, avalanches and all other slope hazards and obstacles. I also understand that participation in the sport involves risks posed by loss of control, collisions with other skiers or snowboarders and collisions with natural and man-made objects, including trees, rocks, fences, lift towers, snow making equipment, and over-snow vehicles. Other risks include the risks associated with loading, riding, and unloading ski lifts and using terrain parks, half pipes, rails and other features, using mountain transportation, walking in lodges and parking lots, traveling in the mountains and beyond the ski area boundary, and participating in lessons, races and special events (collectively, "use of the facilities"). Despite the foregoing risks and all other risks, and **TO THE FULLEST EXTENT ALLOWED BY LAW, I AGREE TO EXPRESSLY ASSUME ALL RISKS OF INJURY OR DEATH** which might be associated with or arise out of my participation in the sport or use of the facilities.

In consideration for being permitted to participate in the sport and to use the facilities, **I AGREE TO RELEASE FROM ANY LEGAL LIABILITY AND AGREE NEVER TO SUE** the Participating Areas, CSIA, the United States of America, Department of Agriculture, United States Forest Service, special event organizers, sponsors, and all of their successors, heirs, assigns, directors, officers, partners, investors, shareholders, members, agents, employees, owners, landowners, parent and subsidiary companies, and affiliated companies and ski areas (collectively herein, the "Participating Areas") for injury or death resulting from my participation or my child's participation in the sport or use of the facilities, regardless of the cause, including the alleged NEGLIGENCE of the Participating Areas. I further **AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE PARTICIPATING AREAS** for any claims, lawsuits, damages, attorney fees, costs, or judgments arising out of my participation in the sport or use of the facilities.

I UNDERSTAND THIS IS A RELEASE OF LIABILITY THAT IS VALID FOREVER, and will apply whenever I participate in the sport or use the facilities at the Participating Areas. I understand that this **RELEASE OF LIABILITY** will prevent me, my child, or my heirs from filing suit or making any claim for damages in the event of injury or death from my participation in the sport or use of the facilities. I further agree to inform and discuss with any user of this Pass that he/she is bound by all terms of this Agreement. Additionally, in the event I, the user, or any legal representative files a claim or a lawsuit arising out of my or the user's participation in the sport or the use of the facilities at the Participating Areas, **I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS** the Participating Areas for any damages, attorney's fees, or costs arising out of such a claim or a lawsuit. With a full understanding of this agreement, I nevertheless enter into it freely and voluntarily and agree that it is binding upon me, my child, my heirs, assigns, my legal representatives, and the user of the pass. I AGREE to abide by all county ordinances, state and federal laws, and policies, which exist or are contained on the Participating Areas' lift tickets or are posted at the Participating Areas. I also agree to familiarize myself with and to follow the applicable Skier's Responsibility Code. If any provision of this Agreement is held invalid, I agree that the balance of the agreement will be held in full force and effect and will be valid and enforceable. I also agree that if any suit is filed arising out of the use of the Pass, it will be filed in a court of competent jurisdiction in the State of California. Any disputes will be subject to and determined under the laws of the State of California.

WITH ALL OF THE ABOVE FULLY UNDERSTOOD, I enter into this agreement freely and voluntarily.

SIGNATURE OF PASS HOLDER _____ DATE _____

Prospective pass holders under the age of 18 years are required to have a parent or legal guardian read and also sign, so verifying that both the parent/legal guardian and his/her child have read, understand, and agree to comply with this agreement.

PRINT NAME OF PARENT/LEGAL GUARDIAN _____ RELATION _____

SIGNATURE OF PARENT/LEGAL GUARDIAN _____ DATE _____