

Last Name on Pass \_\_\_\_\_

**THE UNDERSIGNED APPLICANT (S) APPLY FOR A 2010/2011 SEASON PASS OR MOUNTAIN CARD FOR THE CRESTED BUTTE SKI AREA UNDER THE FOLLOWING CONDITIONS:**

1. A Crested Butte Ski Area Season Pass (hereinafter Season Pass)/15-Day Pass, 10-Day Pass, E-Z Pass, X-Card OR CB Card (hereinafter Mountain Card) is issued to the Applicant only and is **absolutely not transferable either for money or general use.**
2. The Season Pass/Mountain Card may be revoked or suspended by Crested Butte Mountain Resort ("CBMR") and the pass/card holder denied the right to ski at the Crested Butte Ski Area for a specified period and/or for the remainder of the ski season, at any time for violation of this application, the terms of the Season Pass/Mountain Card, the posted rules and regulations of the Crested Butte Ski Area or the rules and regulations issued by the United State Forest Service.
3. **In the event of a lost Season Pass/Mountain Card, the loss shall be immediately reported to the Season Pass Office of Crested Butte Mountain Resort. A new Season Pass/Mountain Card will be issued upon payment of a \$15.00 reissued charge. A one time only (one per season) day ticket will be issued for a lost, misplaced, or "left at home" season passes/cards.**
4. The Applicant understands and agrees that he/she must have his/her Season Pass/Mountain Card with him/her at all times while skiing at the Crested Butte Ski Area and will show the Season Pass/Mountain Card to any lift attendant, ski patrolman, or any other employee of Crested Butte Mountain Resort, or of the United States Forest Service upon request.
5. The Applicant fully understands that any of the following are violations of the rules and regulations of the Crested Butte Ski Area and are cause for the revocation or suspension of his/her pass/card:  
**Reckless or careless skiing ~ Skiing outside skiing boundaries ~ Skiing any closed trails ~ Skiing of any trail or area not open for skiing ~ Lift line crashing ~ Intoxication, drug use, profanity or rudeness at the Crested Butte Ski Area ~ Any fraudulent, illegal, or unauthorized use of the season pass ~ Collision with other skiers caused by the Applicant's negligence ~ Violations of any rules or regulations of CBMR~ Vandalism or theft of property at the Crested Butte Ski Area ~ Loading or unloading from any ski lift except at regular stations ~**  
**The Applicant acknowledges and agrees that CBMR, in its sole discretion, can refuse to sell a season pass to an Applicant who has violated the posted rules and regulations of the Crested Butte Ski Area (specifically including the violations set forth above), the terms and conditions of this season pass, or the rules and regulations issued by the United States Forest Service for a period of 3 years following such violation.**
6. The Season Pass/Mountain Card is issued solely for the private use and enjoyment of the Applicant and the Applicant may not use the Season Pass/Mountain Card for any business purposes of any nature and shall not conduct any business or solicit any business of any nature or description within the Crested Butte Ski Area without the prior written approval of Crested Butte Mountain Resort.
7. The Applicant shall not in any manner harass, annoy, hinder, obstruct or in any other way take any such action as to any other patron or invitee of the Crested Butte Ski Area.
8. The Applicant agrees to reimburse Crested Butte Mountain Resort, for expenses incurred by it in connection with any search caused by his/her willful skiing outside ski area boundaries or on a closed slope or willfully remaining on the mountain after closing hours.
9. The Applicant understands and agrees that he/she assumes the risk of adequate snow conditions and the availability of skiing at the Crested Butte Ski Area. Crested Butte Mountain Resort ("CBMR") will use its best efforts to open the Crested Butte Ski Area when adequate snow conditions allow and to remain open until the normal closing date unless the lack of snow requires an earlier closing. However, no guarantee or promise of adequate snow or the days of operation are made to the Applicant and the Applicant must understand that he/she assumes the full risk of adequate snow conditions. The Applicant further understands that certain ski trails and ski lifts may be closed for certain periods of time due to the lack of snow, maintenance, repairs, or when skier capacity does not require its use. Please refer to the 10/11 CBMR winter trail map for total resort terrain and acreage.
10. **THE APPLICANT UNDERSTANDS THAT REFUNDS WILL ONLY BE ISSUED FOR SEASON PASSES UP TO OCTOBER 31, 2010 SUBJECT TO A \$50 PROCESSING FEE.** In the case of a medically documented illness or injury occurs during the ski season, a pass may be partially refunded or rolled-over to the following season. Eligibility for such a refund or rollover will be determined by the Season Pass Office. Fees may apply.
11. Winter passes/cards are valid for the winter season only – November 24, 2010-April 3, 2011. Except Platinum passes which are valid Summer 2011. The following black out dates apply for all Bronze Passes: December 26, 2010-January 2, 2011; February 19 & 20, 2011; March 12-26, 2011.

**CRESTED BUTTE MOUNTAIN RESORT SEASON PASS/ MOUNTAIN CARD WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT**

**PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY & WAIVER OF CERTAIN LEGAL RIGHTS.**

1. The person for whom this season pass is purchased shall be referred to hereinafter as "Holder". The "Undersigned" means only the Holder when the Holder is age 18 or older OR it means both the Holder and the Holder's parent or legal guardian when the Holder is under the age of 18. The Undersigned agree and understand that skiing, snowboarding and using ski area facilities, including the lifts, for any purpose (hereinafter the "Activity"), can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH.**
2. The Undersigned are advised that a person using any of the facilities of the ski area is considered a skier. The Undersigned acknowledge and understand the dangers and risks of skiing and understand that the Holder, as a "skier" under Colorado law, **ASSUMES ALL INHERENT DANGERS AND RISKS** as provided by the Colorado Ski Safety Act (hereinafter "Act").
3. The Undersigned further understand and agree that in signing this Agreement, the Undersigned are expressly **acknowledging and assuming additional risks and dangers that may result in property damage, physical injury and/or death above and beyond those outlined in the Act, including but not limited to:**  
Falling; avalanches; cornices; suffocation; crevasses; equipment failure; equipment malfunction; equipment damage; Holder's improper use of equipment; Holder's use of his/her own personal equipment; Holder's failure to maintain or otherwise upkeep his/her own personal equipment; slick or uneven surfaces; slipping; tripping; loss of balance; rugged mountainous terrain; bumps; tree wells; downed timber; rocks of various sizes; holes; debris; marked and unmarked obstacles; drainage channels; varying visibility; unmaintained trails; path and/or trail obstructions; unmarked roads and/or trails; Holder or another acting in a negligent manner that may cause and/or contribute to injury to Holder or others, such as selecting terrain that exceeds his/her ability and not acting within such ability; Holder's failure to comply with signage; collisions with natural or man-made objects or collisions with other people; falling objects; encounters with snowmobiles and/or other motor vehicles; becoming lost or separated; lack of shelter; lift loading, unloading, and riding; storms, lightning, hail, snow and other adverse weather; limited access to and/or delay of medical attention; Holder's health condition; strenuous activity; fatigue; exhaustion; dehydration; hypothermia; high elevation; altitude sickness; frostbite; & mental distress from exposure to any of the above.
4. Pursuant to Colorado law, Holder assumes the responsibility of maintaining control at all times while engaging in the Activity. Holder is responsible for reading, understanding and complying with all signage, including instructions on use of lifts. Holder must have the physical dexterity

and knowledge to safely load, ride and unload the lifts. Holder assumes the risks of riding the lifts and engaging in activities accessible from the lifts. Further, the Undersigned understand that a minor Holder may use the ski lifts without an adult present. The Undersigned are advised that snowmobiles, snowmaking, and snow-grooming equipment may be encountered at any time, and the Undersigned recognize that falls and collisions occur and injuries are a common and ordinary occurrence of the Activity.

5. The Undersigned acknowledge and understand that the description of the risks listed above are not complete and that participating in the Activity, whether or not described, may be dangerous and may also include risks which are inherent and/or which cannot be reasonably avoided without changing the nature of the Activity. By signing this document, the Undersigned recognize that property loss, injury, serious injury and death are all possible while participating in the Activity. **RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE FOR HOLDER TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.**

6. Additionally, in consideration for allowing the Holder to participate in the Activity, **THE UNDERSIGNED HEREBY AGREE NOT TO SUE** Crested Butte Mountain Resort or any of their respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, and shareholders (each hereinafter a "Released Party") for any property damage (including but not limited to equipment damage), injury or loss to Holder, including death, which Holder may suffer, arising in whole or in part out of Holder's participation in the Activity. By agreeing not to sue, the Undersigned are releasing any right to make a claim or file a lawsuit against any Released Party. Also, the **UNDERSIGNED AGREE TO HOLD HARMLESS AND RELEASE EACH AND EVERY RELEASED PARTY FROM ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from Holder's participation in the Activity, including, but not limited to, those claims based on any Released Party's alleged or actual **NEGLIGENCE** or **BREACH** of any **CONTRACT** and/or express or implied **WARRANTY**.

7. By execution of this Agreement, the Undersigned also **AGREE TO DEFEND AND INDEMNIFY/REIMBURSE** each Released Party from any and all claims of the Undersigned and/or a third party arising in whole or in part from Holder's participation in the Activity.

8. Holder understands that entering or skiing in a "CLOSED" area is illegal. The ski area operator shall have the right to confiscate or revoke the privileges conferred by the pass where, in the sole judgment of the Ski Area's representative, the Holder: 1) acts in any manner that endangers or may endanger the safety of Holder or any other person; 2) violates the law; 3) provides ski lessons or related services for compensation without express authorization; or 4) engages in misconduct or creates a nuisance. Such acts may also be prosecuted as a criminal offense. The pass is **NOT TRANSFERABLE** and **CANNOT BE RESOLD**. The pass may be confiscated with no re-issue, if in the sole judgment of a representative of the ski area operator; it is used in a fraudulent manner. Re-issued passes may be subject to a replacement fee. The Undersigned acknowledge their affirmative duty to immediately notify the ski area operator if Holder's pass is lost or stolen.

9. In consideration for allowing Holder to participate in the Activity, the Undersigned **AGREE THAT ANY AND ALL CLAIMS** for injury and/or death arising from the Holder's participation in the Activity shall be **GOVERNED BY COLORADO LAW** and **EXCLUSIVE JURISDICTION** of any claim shall be the **DISTRICT COURT OF GUNNISON COUNTY, COLORADO** or in the **FEDERAL COURT FOR THE STATE OF COLORADO**.

10. In the case of a minor Holder, the Undersigned parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor Holder, the parent or legal guardian understands that he/she is also waiving certain rights on behalf of the minor that the minor otherwise may have. The undersigned parent or legal guardian agrees that but for the foregoing, the minor Holder would not be permitted to participate in the Activity.

11. By signing this Agreement without a parent or legal guardian's signature, Holder, under penalty of fraud, represents that he/she is at least 18 years of age. If signing as the parent or guardian of a minor Holder, signing adults represent that they are a **legal** parent or guardian of the minor Holder.

12. The Undersigned understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. It is the Undersigned's intent that this Agreement shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of the Undersigned. **THE UNDERSIGNED agree and understand that THIS RELEASE IS APPLICABLE TO EACH AND EVERY DAY HOLDER PARTICIPATES IN THE ACTIVITY FOREVER.**

**ADULT INFORMATION**

**I HAVE CAREFULLY READ THE FOREGOING ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT OTHERWISE MAY EXIST.**

X \_\_\_\_\_ x \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Holder Printed name of Holder

X \_\_\_\_\_ x \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Holder Printed name of Holder

X \_\_\_\_\_ x \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Holder Printed name of Holder

**MINOR PARTICIPANT (UNDER 18) INFORMATION**

\_\_\_\_\_  
MINOR HOLDER #1 (Print name) Age \_\_\_\_\_ MINOR HOLDER #2 (Print name) Age \_\_\_\_\_

\_\_\_\_\_  
MINOR HOLDER #3 (Print name) Age \_\_\_\_\_ MINOR HOLDER #4 (Print name) Age \_\_\_\_\_

**I HAVE CAREFULLY READ THE FOREGOING ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT OTHERWISE MAY EXIST.**

X \_\_\_\_\_ X \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Parent/Legal Guardian Printed name of Parent/Legal Guardian

Emergency Contact: \_\_\_\_\_  
Printed Name Telephone Relationship