

2017/2018 SKI SEASON TERMS AND CONDITIONS OF USE

Season Passes and Direct to Lift Cards must be presented to the Ticket Checker before boarding each ride. Please have your pass/card out and ready for the Ticket Checker to avoid any unnecessary wait in the lift line. Those not ready will be asked to step aside until prepared. They may re-enter the lift line as soon as their pass/card is out and ready for the Ticket Checker. Season Passes/Direct to Lift Cards must be worn above the waist.

Pass/Card holder INITIAL: _____

Pass/Card holders are responsible for knowing where their pass/card is at all times. Lost season passes/cards must be reported to the Information Center immediately. Reprint fee for a lost pass is \$10. Pass/Card holders will be held accountable for misuse if lost pass/card is not reported, including a fee and/or loss of lift privileges. In the event someone other than the pass/card holder tries to access the lift with the pass/card, that individual will be arrested for Theft of Services and charged a fee. The pass/card will be void for the balance of the season.

Pass/Card holder INITIAL: _____

Season Pass holders are entitled to one "Forgotten" ticket per season. This ticket is to be used by the PASSHOLDER ONLY. It is not transferable. On the day the Season Pass holder uses their "Forgotten" ticket; their pass will be deactivated for that day. Abuse of this privilege is considered a criminal offense.

Pass/Card holder INITIAL: _____

Resort operating times and dates are at the sole discretion of Whitefish Mountain Resort and are subject to change at any time and without notice and without refund or compensation. We may from time to time close the resort or any part of it temporarily to ensure safety, security and order, or if we consider that circumstances so require.

Pass/Card holder INITIAL: _____

Guests are required to obey all signs, markings, warnings, and directions, whether written or given by staff, including the requirement to slow down in areas marked as "SLOW" or identified as a "TRAILS MERGE" location as well as when approaching lift mazes and in congested areas such as but not limited to the "Fill Slope" or "Ant Hill". Guests who do not comply with these and other safe skiing/riding practices may have their ticket or pass privileges revoked temporarily or permanently. Further all guests are expected to understand and obey Montana law and the Skier Responsibility Code (see below).

Pass/Card holder INITIAL: _____

Any person who is involved in an on-mountain collision or accident of any kind is obligated to report that accident and remain at the scene of the accident until released by ski patrol or other resort personnel.

Pass/Card holder INITIAL: _____

I acknowledge that I will be aware of and obey the Uphill Traffic Policy.

Pass/Card holder INITIAL: _____

SEASON PASS, FREQUENT SKIER CARDS AND DIRECT TO LIFT CARDS, ARE NON-REFUNDABLE, NON-TRANSFERABLE, AND ARE REVOCABLE FOR MISCONDUCT. MUTILATED OR ALTERED PASSES/CARDS WILL BE VOID. USE OF THESE CARDS BY ANYONE OTHER THAN THE PERSON TO WHOM THE CARD IS ISSUED IS A CRIMINAL OFFENSE. PASS/CARD HOLDERS WHO KNOWINGLY LET SOMEONE ELSE USE THEIR PASS/CARD WILL LOSE LIFT PRIVILEGES FOR THE REMAINING PART OF THE SEASON. THE RESORT RESERVES THE RIGHT TO REVOKE LIFT PRIVILEGES FOR THESE AND ANY OTHER REASON WE CONSIDER NECESSARY TO DO SO.

Pass/Card holder INITIAL: _____

I acknowledge that I have read and understand the changes to WMR's Pass Reimbursement/Credit Policy.

Pass/Card holder INITIAL: _____

SKIER RESPONSIBILITY CODE

KNOW THE CODE. IT'S YOUR RESPONSIBILITY.

Skiing can be enjoyed in many ways. At ski areas you may see people using alpine, snowboard, telemark, cross country and other specialized ski equipment, such as that used by disabled or other skiers. Regardless of how you decide to enjoy the slopes, always show courtesy to others and be aware that there are elements of risk in skiing that common sense and personal awareness can help reduce. Observe the code listed below and share with other skiers the responsibility for a great skiing 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.



This is a partial list. Always be safety conscious. Officially endorsed by: NATIONAL SKI AREAS ASSOCIATION.

DUTIES OF SKIERS AND ROPEWAY PASSENGERS-MONTANA STATUTES

Montana statutes, particularly §§23-2-702 and 23-2-736, Montana Code Annotated, define and delineate your duties as a skier at Whitefish Mountain Resort. These statutes also identify the inherent risks of skiing and they control issues of responsibility for events that result from the inherent risks of skiing. §§23-2-735 and §§23-2-704 Montana Code Annotated define and delineate your duties as a ropeway passenger. While using the facilities at Whitefish Mountain Resort, you are expected to understand and obey these and all applicable statutes and laws. A copy of §23-2-736, Montana Code Annotated is included in the trail map and posted for your review at the Lift Plaza and the Summit. Montana Statutes referenced here may be found at the following link: http://leg.mt.gov/bills/mca/title_0230/chapter_0020/parts_index.html. For activities other than skiing for which you use your pass, and with regard to the release and waiver stated below, the Montana Recreation Responsibility Act, Title 27, Chapter 1, Part 7, applies to your activities.

RESORT CODE OF CONDUCT

At Whitefish Mountain Resort, employees and security personnel work hard to offer a safe and enjoyable recreation experience for all guests. You can help us through understanding and complying with the following:

- Please show common courtesy to fellow resort guests and our resort employees. Do not use profanity or engage in unsafe, illegal or offensive behavior. Do not bring dangerous or hazardous materials on site.
- Please respect fellow guests and be responsive to direction from resort employees while generally skiing and riding, waiting in lift lines, using our various indoor facilities or attending our various events.
- For your safety and to avoid injury, you must comply with all notices and all directions and requests of any resort employee or security personnel.
- All dogs at Whitefish Mountain Resort, including on United States Forest Service Land must be leashed and controlled at all times. During ski season dogs are not permitted outside parking areas at the resort.

2017-2018 SEASON SKI PASS AGREEMENT

ACKNOWLEDGMENT OF INHERENT DANGERS AND RISKS OF SKIING AND RELEASE OF NEGLIGENCE LIABILITY

I acknowledge that skiing, which includes any activity that involves sliding or jumping on snow or ice, **involves inherent dangers and risks that are part of the sport**, including: freestyle terrain, means terrain parks and terrain features, including but not limited to jumps, rails, fun boxes, half-pipes, quarter-pipes, and freestyle bump terrain, and any other constructed features; changing weather conditions; snow conditions as they exist or as they may change, including ice, hardpack, powder, packed powder, wind pack, corn snow, crust, slush, cut-up snow, and machine-made snow of any depth or accumulation, including but not limited to any depth or accumulation around or near trees or snowmaking equipment; tree wells and snow immersion suffocation; avalanches, except on open, machine-groomed ski trails; collisions with natural surface or subsurface conditions, such as bare spots, forest growth, rocks, stumps, streambeds, cliffs, trees, and other natural objects; collisions with lift towers, signs, posts, fences, closures, hydrants, water pipes, or other artificial structures and their components; variations in steepness or 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.**

I agree that I have a duty to ski at all times in a manner that avoids injury to me and others and to be aware of the inherent dangers and risks of skiing. The skier using this pass shall: know the range of the skier’s ability and safely ski within the limits of that ability and the skier’s equipment so as to negotiate any section of terrain or ski slope and trail safely and without injury or damage; know that the skier’s ability may vary because of ski slope and trail changes caused by weather, grooming changes, or skier use; maintain control of speed and course so as to prevent injury to the skier or others; abide by the requirements of the skier responsibility code that is published by the national ski areas association; obey all posted or other warnings and instructions of the ski area operator; read the ski area trail map and be aware of its contents. **I further agree to waive and release any and all claims, actions or causes of action for damages or injuries resulting from Whitefish Mountain Resort’s ordinary negligence or for risks inherent in the sport or recreational opportunity.**

Also, I hereby irrevocably consent to the use, by Winter Sports Inc – DBA Whitefish Mountain Resort – advertisers, customers, successors and assigns, of my picture or likeness for advertising purposes or purposes of trade, and I waive the right to inspect or approve such completed portraits, pictures, or advertising matter used in connection therewith. I hereby waive any right that I may have to monetary compensation, royalties or other consideration and agree that no additional remuneration, financial or otherwise will be transacted.

I am 18 years old or older.

I am under the age of 18 years.

If I am less than 18 years of age, my parents or legal guardian has read and agreed to the terms of this Agreement as indicated by their signatures below. The parent or legal representative signing below on behalf of a minor or incompetent person agrees and verifies that he/she has the legal authority to sign as the parent or legal representative of the minor or incompetent person. The parent or legal representative also agrees that (1) Whitefish Mountain Resort, WSI or its representatives has permission and authority to treat and address medical conditions and emergencies as they deem appropriate; (2) the signing parent or legal guardian also agrees to pay any charges for such medical treatment and will indemnify Whitefish Mountain Resort, WSI, or its representative for the same. I have made no misrepresentations regarding my name or age.

By signing this document you may be waiving your legal right to a jury trial to hold the provider legally responsible for any injuries or damages resulting from risks inherent in the sport or recreational opportunity or for any injuries or damages you may suffer due to the provider's ordinary negligence that are the result of the provider's failure to exercise reasonable care.

PRINT NAME _____

Participant’s Signature _____

Birth Date _____



Parent/Legal Guardian Signature _____	Date _____
Print Name _____	