

## **Purchase Conditions, Usage Guidelines, Acknowledgement of Risk- RELEASE AND WAIVER OF LIABILITY**

Whitefish Mountain Resort (WMR) 2023 - 2024 Season Pass – INCLUDES Purchase of Uphill Season Pass

THIS IS A BINDING LEGAL AGREEMENT - READ CAREFULLY.

### **PASSHOLDER/FREQUENT SKIER CARD PURCHASE AGREEMENT**

**The undersigned (hereinafter "Participant" or "I") agrees to the following with the purchase of the Season Pass or Frequent Skier Card:**

- Participant agrees to present pass or card to the ticket checker before loading the lift. Pass or cards must be worn in an appropriate and easily accessible place.
- Participant agrees to **irrevocably** consent to the use, by Winter Sports Inc – DBA Whitefish Mountain Resort (WMR) – advertisers, customers and successors 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.
- Participant agrees that the 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. WMR 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.
- Participant agrees to participate in the Vertical Tracker Program. This program is provided as an approximate representation and Whitefish Mountain Resort makes no guarantees regarding the accuracy of the data and is unable to adjust incorrect or missing information.
- 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 Your Responsibility Code (see below).
- 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.
- Participant authorizes WMR to obtain medical care for or transport him/her to a medical facility or hospital if, in the opinion of WMR, medical attention is required, and Participant is unable to make such decisions for himself/herself. Participant's permission is granted to the attending physician to proceed with any medical or minor surgical treatment, x-ray examinations, and immunizations. Participant agrees to pay all costs associated with such medical care and related transportation and shall defend, indemnify, and hold harmless WMR of and from the consequences of such decision and from any such costs incurred relating to the provision of medical care.

**Participant agrees to the following Code of Conduct Policy:**

- 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.
- Respect fellow guests and be responsive to direction from resort employees while skiing and riding, waiting in lift lines, using our various indoor facilities or attending our various events.
- 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 the winter season dogs are not permitted outside parking areas at the resort.

**Participant acknowledges and agrees to be aware of and obey the Uphill Traffic Policy and Uphill Responsibility Code.** WMR and Participant acknowledge and agree that all terms and conditions of the Uphill Traffic Policy and Uphill Responsibility Code posted on the Whitefish Mountain Resort Website, [www.skiwhitefish.com/uphill-policy/](http://www.skiwhitefish.com/uphill-policy/), are adopted and incorporated by reference in this Agreement as if set forth herein in full. The Uphill Traffic Policy is subject to change and it is the responsibility of the Participant to be aware of and obey the current policy.

**Participant acknowledges, has read and understands, and agrees to the Lost or Stolen Pass Policy.** WMR and Participant acknowledge and agree that all terms and conditions of the Lost or Stolen Pass Policy posted on the Whitefish Mountain Resort Website, <https://skiwhitefish.com/passes/>, are adopted and incorporated by reference in this Agreement as if set forth herein in full. Pass/Card holders are responsible for knowing where their pass/card is at all times. Lost season passes/cards must be reported to the Guest & Information Services 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. Once a card is reported lost or stolen, the original pass will be invalid and any attempt to use it will be considered Pass Fraud. In the event of Pass Fraud, Whitefish Mountain Resort will revoke all pass privileges for the remainder of the season, and will file a report of Theft of Services with the Sheriff's office and be charged a fee. Pass/Card holders who knowingly let someone else use their pass/card will lose lift privileges for the remaining part of the season. Season Pass, Frequent Skier Cards (including 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. The resort reserves the right to revoke lift privileges for these and any other reason that the resorts deems necessary. Season Passholders are entitled to two "Forgotten" tickets per season. This ticket is to be used by the PASSHOLDER ONLY. It is not transferable. On the day the Season Passholder uses their "Forgotten" ticket; their pass will be deactivated for that day. Abuse of this privilege is considered a criminal offense.

**Participant acknowledges, has read and understands, and agrees to WMR's Pass Reimbursement Policy.** WMR and Participant acknowledge and

agree that all terms and conditions of the Pass Reimbursement Policy posted on the Whitefish Mountain Resort Website, <https://skiwhitefish.com/passes/>, are adopted and incorporated by reference in this Agreement as if set forth herein in full.

### **YOUR RESPONSIBILITY CODE**

KNOW THE CODE. ITS YOUR RESPONSIBILITY.

Participant acknowledges, understands, and agrees to follow **Your Responsibility Code** officially endorsed by the National Ski Areas Association:

- Always stay in control. You must be able to stop or avoid people or objects.
- People ahead or downhill of you have the right of way. You must avoid them.
- Stop only where you are visible from above and do not restrict traffic.
- Look uphill and avoid others before starting downhill or entering a trail.
- You must prevent runaway equipment.
- Read and obey all signs, warnings, and hazard markings.
- Keep off closed trails and out of closed areas.
- You must know how and be able to load, ride and unload lifts safely. If you need assistance, ask the lift attendant.
- Do not use lifts or terrain when impaired by alcohol or drugs.
- If you are involved in a collision or incident, share your contact information with each other and a ski area employee.

### **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. A skier has the duty to ski at all times in a manner that avoids injury to the skier and others and to be aware of the inherent dangers and 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. §§23-2-735 and §§23-2-704 are available for review at [http://leg.mt.gov/bills/mca/title\\_0230/chapter\\_0020/part\\_0070/sections\\_index.html](http://leg.mt.gov/bills/mca/title_0230/chapter_0020/part_0070/sections_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.

### **2023-2024 SEASON SKI PASS/FREQUENT SKIER CARD AGREEMENT**

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

I am signing this document as a condition to participation in one or more of the recreational activities made available at Whitefish Mountain Resort. My signature on this document represents my express acknowledgment that the activities in which I may choose to participate involve inherent and other risks and that I could suffer injury or death while participating. I am voluntarily participating in the activity or activities, with an understanding of and notwithstanding the risks. I also understand that I have the right and opportunity to investigate the risks associated with the activity and to inspect the facilities, location or equipment associated with the activity or activities. I acknowledge my personal responsibility to advise myself of the risks of the activities and to act reasonably under the particular circumstances of my participation in the activity. I agree to act responsibly and reasonably.

**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. A person may not: Place an object in the ski area or on the uphill track of a passenger ropeway that may cause a passenger or skier to fall; cross the track of a passenger ropeway except at a designated and approved point; if involved in a skiing accident, depart from the scene of the accident without leaving personal identification; or notifying the proper authorities and obtaining assistance when the person knows that a person involved in the accident is in need of medical or other assistance; a skier shall 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 to defend and indemnify WMR from any third-party claims asserted against WMR resulting from my participation in the Activities. **I further agree to waive and release any and all claims, actions or causes of action for damages, injuries, or death resulting from Whitefish Mountain Resort's ordinary negligence or for risks inherent in the sport or recreational opportunity.**

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.

Participant agrees that this Acknowledgment of Risk and Release of Liability shall be governed by and interpreted solely in accordance with Montana law, and no other jurisdiction. Any litigation involving the parties to this Acknowledgment of Risk and Release of Liability must be brought solely within the Montana State or Federal Courts, which shall have the exclusive jurisdiction over any such cause.

**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.**

I agree that the transaction addressed by this document/agreement may be conducted by electronic means. My electronic signature on this document/agreement shall have the same effect and shall be as binding as an original wet-ink signature.