

**2010/2011 BEAR VALLEY MOUNTAIN SEASON PASS TERMS,
EXPRESS ASSUMPTION OF RISK, RELEASE, INDEMNIFICATION AND COVENANT NOT TO SUE AGREEMENT
PLEASE READ CAREFULLY BEFORE SIGNING**

In consideration for receipt of a Bear Valley Mountain ("BVMT") Season Pass and permission to use the facilities of the winter sports area, I, on behalf of myself, as parent or guardian of the minor child/children listed below, and our heirs and assigns, understand and agree to all of the following (constituting the "Agreement"):

1. "Skier" means any person who is within the boundaries of a ski area for the purpose of engaging in, or observing, the sport of skiing, snowboarding, or any other winter sports activity (referred to herein collectively as "Activities"), and without regard to the type of skiing device, if any, used; including dual skis, snowboard, or any other type of skiing or snow sport device.
2. Season Passes are NON-TRANSFERABLE. Fraudulent use or violation of any BVMT policy or any violation of federal, state or local ordinances while on BVMT property may result in Season Pass cancellation without refund and/or criminal or civil penalties. In the event my season pass is lost or stolen, I must immediately report it to the Season Pass office. **There will be a NON-REFUNDABLE Reinstatement Processing Charge of \$25.00 for each season pass.** If I find my lost pass, I must immediately notify BVMT, and return the pass to the Season Pass office. If I forget my pass for the day, I understand I can buy a **\$5 replacement** ticket for that day. As the Reinstatement Charge has been reduced from prior years, the \$5 replacement payments will no longer be applied to the Reinstatement Processing Charge. Except as provided in item 3 below, BVMT Season Passes are not refundable under any circumstances, including but not limited to: no snow, didn't like the snow we got, never used the Pass, injury, surgery, planned or unplanned pregnancy, broken bones, financial hardship, moving out of state, moving out of country, traveling, going to school, changed my mind, incarceration, better offer came along, sudden dislike for Bear Valley or their staff, sickness, terminal illness, mental breakdown, divorce/break-up, death or scanning. Season Pass retention devices are my responsibility and I understand that any complimentary retention devices provided by BVMT are provided as a convenience and BVMT makes no warranty as to the effectiveness of such devices.

(Initial that you have read and understand statement 2) → _____

3. Bear Valley is pleased to announce that we have partnered with SkierGuard Insurance Services. SkierGuard Insurance is available to protect your investment in your season pass. This coverage reimburses you for the value of the unused portion of your season pass if certain covered medical reasons prevent you from using it. The cost is 6% of your pass price (with a \$10.00 minimum). Coverage is limited and you must read and acknowledge the separate insurance Description of Coverage should you choose to purchase that insurance. SkierGuard Insurance must be purchased separately and is not included in the standard season pass purchase price. **Season passes sold by BVMT are non-refundable and non-transferable outside of this insurance coverage.** SkierGuard insurance is not available on season passes that have not been purchased (i.e. Guaranteed-Learn-To-Ski/Board; donations; complimentary, etc).

(Initial that you have read and understand statement 3) → _____

4. I understand and am aware that skiing, snowboarding and other winter sports activities are HAZARDOUS ACTIVITIES involving INHERENT AND OTHER RISKS of injury to any and all parts of my body. These risks include, but are not limited to: variations in snow and terrain, ice and icy conditions, avalanches, moguls, rocks, trees, tree wells, extreme terrain/cliffs and other forms of forest growth or debris (above and below the surface), bare spots, lift towers, cables, utility lines, freestyle terrain park features, snowmaking and snow removal equipment and component parts, and other forms of natural or man-made obstacles. There also is a risk of collisions with such man-made obstacles, equipment, and natural objects, as well as with other skiers, snowboarders, and/or other participants in Activities at BVMT. I further understand that injuries in the Activities are a COMMON AND ORDINARY OCCURRENCE, and I **freely ACCEPT AND ASSUME ALL RISKS OF INJURY OR DEATH as a result of my participation in the Activities at BVMT.**
5. ALPINE COUNTY SKIER SAFETY CODE (Alpine County Code, Title 8, Chapter 8.40) – Pass holder must obey the SKIER SAFETY CODE for Alpine County ("the CODE"). The CODE describes each skier's many duties and responsibilities and is important to all members of the skiing public. Violators of the CODE may be prosecuted to the fullest extent of the law. **WARNING:** Under the Code, a skier assumes the inherent risk and dangers of skiing including but not limited to: changing weather conditions; variations or steepness of terrain; snow or ice conditions; surface or subsurface conditions, whether man-modified or not; bare spots; creeks; gullies; trees and other natural growth; rocks; stumps; lift-towers and other structures and their components; collision with other skiers or objects and a skier's failure to ski within the skier's own ability. Under the CODE, you cannot board a lift unless you have sufficient ability to use such lift, and skiers shall follow any written or verbal instructions that they are given by the ski area operator or its representative regarding the use of the lifts.
6. To the fullest extent allowed by law, I agree to RELEASE, INDEMNIFY AND HOLD HARMLESS BVMT and the USDA Forest Service ("USFS"), their owners, officers, agents, employees, affiliates and all other persons or entities officially connected with BVMT or the USFS ("Releasees") WITH REGARD TO ANY AND ALL LIABILITY on account of, or in any way resulting from, personal injuries, death or property damage in any way connected with my participation in Activities at BVMT, even if caused by NEGLIGENCE of Releasees. I further AGREE NOT TO MAKE A CLAIM OR SUE RELEASEES FOR INJURIES OR DAMAGES in any way connected with my participation in the Activities at BVMT. This liability release and agreement not to sue also applies to any loss or injuries that result from personal injuries, death, or property damage related to my use of any ski lifts or other equipment while at BVMT. I understand that BVMT is not responsible for any damage to equipment or clothing, including grease stains, as a result of participating in Activities or use of facilities. I also understand and agree that BVMT is providing recreational services and is not liable for any defective equipment or products.

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7. I understand and agree that this Agreement is governed by and intended to be as broad and inclusive as is permitted by California law. If any portion is held invalid, pursuant to California law, the balance shall continue in full legal force and effect. I agree that no oral representations, statements or inducements apart from this Agreement have been made.
8. I will observe and obey posted signs. I will keep out of all "Closed Areas". I will participate in the Activities only within the BVMT Area Boundaries. If I participate in the Activities out of bounds, I assume all risks inherent in backcountry skiing/boarding, including cost of Search and Rescue. I understand that violating any safety rule, including participating in the Activities out of bounds, will not only result in the immediate loss of all privileges and use of the facilities of BVMT (without compensation), but will also result in my violation of California Penal Code Section 602, and will thereby subject me not only to possible penalties of a \$500 fine and 6 months in jail, but also any cost of search and rescue which may arise. I further understand that any person involved in a skiing/boarding accident who leaves the accident scene may be subject to a \$1000 fine (P.C. Section 653(i)).
9. I agree to present my Season Pass for each lift ride. I agree to surrender my Season Pass if asked by any member of the Bear Valley Ski Patrol or BVMT Management. I understand that BVMT reserves the right to open/close lifts/terrain at its sole discretion for any reason and I am not entitled to any refund/consideration related to such closures.
10. In regards to the Mountain/Meadow Combo Pass and any and all activities performed at Bear Valley Cross Country ("BVCC"), I understand that BVMT acts solely in the capacity of payment administrative agent for BVCC, a company unrelated to BMVT, and BVMT assumes no liability whatsoever for any activities related to and/or performed at BVCC, including, but not limited to, cross-country skiing, Nordic skiing, snowshoeing and tubing/sledding.
11. I understand and agree that participation in the Activities must be performed responsibly and under control and to abide by National Ski Areas Association's ("NSAA") "Your Responsibility Code", a widely known and accepted code of conduct for the slopes that has been in use by ski areas for approximately 30 years.
 - 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.
12. Bear Valley and NSAA promote the use of helmets. We urge skiers and riders to wear a helmet – but to ski or ride as if they are not wearing a helmet. Bear Valley and NSAA view skiing and boarding in a controlled and responsible manner – not helmets only – as the primary safety consideration for all skiers and boarders. *A skier's behavior has as much or more to do with the safety of the sport as does any piece of equipment.* The key safety message that NSAA and its member resorts communicate to skiers and boarders is adherence to "Your Responsibility Code." One of the main tenets of "Your Responsibility Code" is always stay in control. NSAA considers responsible and safe skiing and riding as the number one priority and helmet use as an important priority.
13. I understand that any dispute regarding the enforceability of this Agreement shall be filed in the Superior Court of Alpine County, State of California, and shall not be transferred to any other jurisdiction.

I HEREBY ACKNOWLEDGE THAT I, AND ALL PERSONS LISTED ON THIS FORM, HAVE FULLY READ, UNDERSTAND AND ACCEPT EACH OF THE PROVISIONS CONTAINED IN THIS AGREEMENT, AND AM VOLUNTARILY SIGNING THIS AGREEMENT ON BEHALF OF ALL PERSONS IDENTIFIED BELOW, INCLUDING MINOR CHILDREN AND OUR HEIRS AND ASSIGNS. I FURTHER REPRESENT THAT I HAVE THE AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF THOSE LISTED BELOW.

Print Pass Holder Names: _____

Signature of Pass Holder / Adult (*): X _____

Date: / / _____

Signature of Pass Holder / Adult (*): X _____

Date: / / _____

(*) Parent/Guardian must sign on behalf of minor children