



Club Liability Release

WARNING: Skiing, riding, tubing and snowshoeing are inherently dangerous alpine sports. Falls, collisions and injuries are a common occurrence therein. Participate only within your ability. Be alert for: natural and man-made objects; vehicles/snowmobiles; natural and manmade variations in terrain.

Every ticket purchaser or recipient ("Holder") agrees to **RELEASE, HOLD HARMLESS and INDEMNIFY** "Hidden Valley Golf and Ski Inc.", their owners, affiliates, employees and agents ("Ski Area") from any and all liability for personal injury, death, and property damage caused by the alleged **NEGLIGENCE** of the Ski Area or by any other person or cause. The Holder agrees that if any portion of this agreement is deemed to be unenforceable all other parts shall remain in full force and effect. These provisions are binding on the Holder and their heirs/assigns.

The Holder further agrees that any claim brought against the Ski Area shall be **submitted to the jurisdiction of the State or Federal Court in the in which the Ski Area is located** and no other jurisdiction and shall be governed by the laws of that state.

TICKET VOID IF DETACHED, NON-TRANSFERABLE, NOT FOR RESALE, NON-REFUNDABLE

In addition I understand that the ski-boot binding system will not release at all times or under all circumstances, nor is it possible to predict every situation in which it will release, and is therefore no guarantee for my safety. I will make no misrepresentation to Hidden Valley Golf and Ski Inc., in regards to my height, weight, age, or skier type. In snowboarding use, I understand the binding system will not ordinarily release during use: these bindings are not designed to release as a result of forces generated during ordinary operation. I accept full responsibility for its care while in my possession. I am signing on behalf of any minors, that I have full authority to do so, realizing its binding effect on them as well as myself. I further agree that any claim or suit that I may bring for any reason against the ski area, its owners, affiliates, employees and agents shall be governed by the laws of this state. I agree that if any portion of this agreement is determined to be unenforceable by a court of law, all other parts of this agreement shall remain in full force and effect.

Pass Restrictions & Usage Agreement

This is to confirm that I have picked up my Season Pass. I understand that this pass is for my personal use only and that I should protect it as I would cash or credit cards. Hidden Valley Golf and Ski Inc., is not responsible for lost or stolen passes. Replacements are at the discretion of Hidden Valley at a fee of \$10. I understand and accept that fraudulent use or misuse will result in a \$50 administration charge, loss of privileges and is cause for prosecution. Hidden Valley Golf and Ski Inc. are not responsible for adverse weather conditions.

As a parent/guardian signing this agreement for a minor, I have read this document and agree with all of the contents.

Date: _____

Pass holder's Name: (Print) _____

Pass holder's Signature: _____

Parental Signature: (If under 18) _____

Parent's Name: (Print) _____