# **TERMS & CONDITIONS**

I understand that my badge is NON-REFUNDABLE AND NON-TRANSFERABLE. If the badge is altered or used by anyone else, it will be immediately and permanently revoked. This is a criminal offense in New York State. Violation of this law will be dealt with severely. MY pass must be visible to lift operators and management whenever I ski/snowboard. Once my pass is issued, it is my responsibility to use it as stipulated. I further understand that I will be expected to ski/snowboard within safety requirements and obey the rules and regulations of New York State and Peek'n Peak Resort.

## LOST OR FORGOTTEN BADGES AND PASSES

- LUNDERSTAND THAT A DAILY LIFT TICKET MUST BE PURCHASED IF I LEAVE MY PASS AT HOME
- I FURTHER UNDERSTAND THAT IF MY PASS IS LOST I WILL HAVE TO PAY \$40 FOR A REPLACEMENT PASS.

#### **WARNING TO SKIERS**

Downhill skiing, like many other sports, contains inherent risks including, but not limited to the risk of personal injury, including catastrophic injury, or death, or property damage, which may be caused by variations in terrain or weather conditions; or, surface or subsurface snow, ice, bare spots or areas of thin cover, moguls, ruts, bumps, or other persons using the facilities, or rocks, forest growth, debris, branches, trees, roots, stumps; or other natural objects or manmade objects that are incidental to the provision or maintenance of a ski facility in New York State. New York State law imposes a duty on you to become appraised of and understand the risks inherent in the sport of skiing, which are set forth above, so that you make an informed decision whether to participate in skiing not withstanding the risks. New York State also imposes duties upon you, to which you must adhere for the purpose of avoiding injury caused by any of the risks inherent in skiing. If you are not willing to assume all of these risks and abide by these duties, you must not participate in skiing at this area.

#### NOTICE

- 1. Skiers and ski lift passengers are governed by the New York State Safety in Skiing Code, Article 18 of the New York General Obligations law.
- 2. BEFORE AFFIXING YOUR PASS or allowing my pass to be affixed to your person your attention is directed to the "WARNING TO SKIERS" printed above and displayed where your pass was purchased or distributed.
- 3. The safety in skiing code requires you to seek out and read and understand the WARNING TO SKIERS BEFORE you decide to participate in the sport of skiing.

## **RELEASE**

By my signature on this form, I state, I have read and understand the NOTICE printed above, I have read, reviewed and understand the "WARNING TO SKIERS". I agree that this acknowledgement shall be for the entire term of the pass or documents received. For the entire term, I relinquish my right to a refund of the purchase price of the pass or other documents.

#### **RENTAL POLICIES**

All rentals are numbered for identification purposes. Ski & Snowboard racks, Ski Check and coin lockups are available throughout the area. Each rental patron is responsible for these and return of his/her equipment before the end of the rental period. If a person loses his/her rental equipment and cannot locate them, they must report this immediately to the Rental shop and fill out a lost equipment report. There will be a 12 hour waiting period or a \$5.00 fee to get another set of equipment.

### **EQUIPMENT RENTAL & LIABILITY RELEASE**

I accept for use AS IS the equipment listed on this form, and accept full financial responsibility for the care of the equipment while it is in my possession. I will be responsible for the replacement at full value of any equipment rented under this form, but not returned to the shop. I agree to return all rental equipment by the agreed date.

I understand that the binding system cannot guarantee the user's safety. In downhill skiing, the binding system will not release at all times or under all circumstances where release may prevent injury or death, nor is it possible to predict every situation in which it will release. In snowboarding and cross-country skiing use, the binding system will not ordinarily release during use; these binding are not designed to release as a result of forces generated during ordinary operation.

I understand that the sport of skiing and snowboarding and other recreational activities involve inherent and other risks of INJURY and DEATH; I voluntarily agree to expressly assume all risks of injury or death that may result from skiing/snowboarding use, or which relate in any way to the use of this equipment. I AGREE TO RELEASE THE SKI/SNOWBOARD SHOP, IT S EMPLOYEES, OWNERS, AFFILIATES, AGENTS, OFFICERS, DIRECTORS, AND THE MANUFACTURERS AND DISTRIBUTORS OF THIS EQUIPMENT (Collectively providers), from all liability for injury, death, property loss and damage which results from the equipment user's participation in the sport of skiing/snowboarding use, or is in any way related to use of this equipment, including all liability which results from the negligence of providers, or any other person or cause.

I further agree to defend and indemnify PROVIDERS for any loss or damage, including any that result from claims or lawsuits for personal injury, death and property loss and damage related in any way to the use of this equipment. This agreement is governed by the applicable law of this state or province. If any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect. By my signature, I have read and understand this equipment rental & liability release agreement. If equipment user is a minor, I verify that I am the parent or guardian of the minor, and I have authority to enter into this agreement on behalf of the equipment user and I agree to be bound by the terms and conditions of this agreement.

OFFICE USE ONLY:



Group:		 
PASS HOLDER NAME:		

# 2018-2019 SKI/RIDE AGREEMENT FORM

(Check the boxes of your selections)

SEASON PASS	AGES	TIME	PRICE	SELECT		
<b>EDGE</b> PASS	6-18 <sup>*</sup> / 65+	Any Time Mon-Fri	<b>\$219</b> \$319 AFTER 11/1/18			
	19-64	After 3pm Sat-Sun	<b>\$289</b> \$389 AFTER 11/1/18			
*(6-18 yrs) Choose Type	OSKI OSNOWBOARD					
Choose Level	OFIRST TIME ONOVICE OINTERMEDIATE OADVANCED					
Choose Time	OMON OTUES OWED OTHURS OFRI O10:30am O1:30 O3:30 O4:30 O5:30 O6:30pm OSAT OR OSUN O3:30 O4:30 O5:30 O6:30					
APEX PASS	6-18 / 65+	Unlimited Access	<b>\$329</b> \$429 AFTER 11/1/18			
HERO PASS	19-29	Unlimited Access	<b>\$369</b> \$469 AFTER 11/1/18			
INFINITY PASS	30-64	Unlimited Access	<b>\$499</b> \$599 AFTER 11/1/18			
<b>WEEKDAY</b> PASS	AGES 6-UP	Mon-Fri	<b>\$219</b> \$329 AFTER 11/1/18			
ONCE-A-WEEK Weekday	Ages 6- UP		<b>\$169</b> \$189 AFTER 11/1/18			
Pick One Day & Time	OMON OTUES OWED OTHURS					
CI T	<b>⊙</b> 9:30am - 4:30pm OR <b>⊙</b> 3:30pm - CLOSE					
Choose Type	OSKI OSNOWBOARD Included with P		Included with Pass			
Choose Level	OFIRST TIME ONOVICE OINTERMEDIATE OADVANCED					
Choose Time	<b>O</b> 10:30am <b>O</b> 1:30pm <b>O</b> 3:30pm <b>O</b> 4:30pm <b>O</b> 5:30pm <b>O</b> 6:30pm					
ONCE-A-WEEK Weekend	AGES 6 - UP		<b>\$199</b> \$219 AFTER 11/1/18			
Pick One Day & Time	FRI					
	SAT <b>O</b> 3:30pm - CL0	OSE SUN ©2	:00pm - CLOSE			
Choose Type	OSKI OSNOWBOAF	RD	Included with Pass			
Choose Level	OFIRST TIME ONOVICE OINTERMEDIATE OADVANCED					
Choose Time   FRI   O10:30am   O1:30pm   O3:30pm   O4:30pm   O5				6:30pm		
	SAT <b>O</b> 3:30pm <b>O</b> 4	•	•			
	SUN <b>O</b> 3:30pm <b>O</b> 4	:30pm <b>O</b> 5:30pm <b>C</b>	<b>2</b> 6:30pm			

ADDITIONAL OPTIONS							
LESSONS	8 WEEKS - Ages 6-Up	<b>\$115</b> \$125 AFTER 11/1/18					
Choose Type	OSKI OSNOWBOARD						
Choose Level	OFIRST TIME ONOVICE OINTERMEDIATE OADVANCED						
Choose Time	OMON OTUES OWED OTHURS OFRI						
	O10:30am O1:30pm O3:30pm O4:30pm O						
	<b>OSAT OR OSUN O</b> 3:30pm <b>O</b> 4:30pm <b>O</b> 5:30pm	<b>○</b> 6:30pm					
RENTALS	8-Pack of <b>SKI</b> RENTALS	<b>\$99</b> \$119 AFTER 11/1/18					
	8-Pack of <b>SNOWBOARD</b> RENTALS	<b>\$99</b> \$119 AFTER 11/1/18					
	8-Pack of <b>HELMET</b> RENTALS	<b>\$50</b> \$55 AFTER 11/1/18					
	SIZING: Information required to rent equipment						
	Height:ftin. / Weight:lbs.						
RESORT CREDIT	Add RESORT CREDIT to your pass. 2018/19 Season Pass Cards have the ability to add spendable resort credit to	\$					
	the pass to use around the resort. Refer to Season Pass FAQs on PKNPK.com for full details and restrictions.	<b>-</b>					
PEAK FIVE PASS	5 Lifts Tickets for the Price of 4 Available for through 12/15/18	\$238					
TRANSPORTATION	Via Anderson Bus (please verify availability with your club advisor)	\$139					
PASS INSURANCE	If YES, completed insurance form must accompany registration.	\$25					
PASS HOLDER INFOR	RMATION						
FULL NAME							
ADDRESS							
CITY	STATE: ZIP:						
PHONE	ALT PHONE:						
E-MAIL							
BIRTHDAY/	/ GENDER OM OF						
□YES! SIGN ME UP FOR THE PEAK MAILING LIST							
PAYMENT							
TOTAL DUE \$							
CHECK AMOUNT \$							
CREDIT CARD TYPE: □VISA □MASTERCARD □DISCOVER □AMEX							
NAME ON CARD:							
	CW:						
SIGNATURE		DATE:					

Parent or Guardian if under 18

By signing this form you agree to the terms & conditions on the back of this page.