

**CONTRACT OF RELEASE AND INDEMNIFICATION**  
**MT. HOOD SKI BOWL, LLC 2019-2020**

TEAM/GROUP NAME: \_\_\_\_\_

PARTICIPANT: \_\_\_\_\_ AGE \_\_\_\_\_

PHONE: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

SKIING ABILITY: \_\_\_\_\_ (beginner, intermediate, advanced)

Please read carefully! This is a release of liability and waiver of certain legal rights.

The purchaser, holder and/or user of this Pass or any person named on the Pass application ("Participant") understands that skiing, snowboarding, ski and snowboard racing, snow tubing, snow play, snowmobiling, snowshoeing, event production, competitions, other winter activities and any other use of Mt. Hood Ski Bowl, LLC's premises and facilities, (collectively referred to as "Sports Activities") can be hazardous and that injuries are common when participating in Sports Activities. Participant accepts and assumes the risks associated with Sports Activities, including, but not limited to, changing weather conditions, variations and steepness in terrain, terrain features and parks, snow or ice conditions, avalanches, surface or subsurface conditions, bare spots, creeks and gullies, forest growth, rocks, stumps, snow immersion, the uses of lifts, collisions with natural or man-made objects or other persons, grooming and snowmobile equipment, lift towers and other structures and their components, snowmaking equipment, falling, loss of control, the setting and location of race courses, and exceeding one's ability. Participant hereby freely and expressly assumes any and all risk of property damage, injury, and death associated with Sports Activities.

In consideration for lift access, the participation in any Sports Activities and the use of any other Mt. Hood Ski Bowl, LLC facilities and premises, Participant hereby agrees to release, hold harmless and indemnify Mt. Hood Ski Bowl, LLC and its owners, partners, employees, directors, officers, agents, affiliates, and related entities ("Skibowl") from any and all claims for ordinary negligence by or on behalf of Participant against Skibowl arising directly or indirectly out of Participant's use of this Pass and/or Skibowl's facilities and premises. Participant also agrees to indemnify (including costs and attorney's fees) Skibowl for any claim brought on behalf of a minor named in this agreement. Participant understands that, instead of entering into this agreement, Participant may purchase a day ticket.

I hereby irrevocably grant and convey to Skibowl all right, title and interest in and to record my name, image, voice, statements and/or writings including any and all photographic images and video or audio recordings at Skibowl. I further irrevocably grant to Skibowl, its advertisers, customers, agents, successors and assigns, unrestricted rights to use the above mentioned sound, still or moving images in any medium, including posting on the internet and World Wide Web, for educational, promotional, advertising, or other purposes without limitation consistent with the mission of Skibowl. I agree that all intellectual property rights to the sound, still or moving images belong to Skibowl. I voluntarily waive the right to inspect or approve such images and waive my right to any royalties, proceeds or other benefits derived from such photographs or recordings.

Permission to contact and use e-mail address and phone numbers: I accept and give permission to Skibowl and their subsidiaries permission to contact me about future offers, using the contact information I have provided. You may on occasion receive e-mail and text from Skibowl or subsidiaries, but will have

the option to opt out of receiving further communications at any time by requesting to be placed on Skibowl or subsidiaries do not contact list. Skibowl and subsidiaries includes "all of the entities you will market from".

A Season Pass is sold for personal use and is non-transferable. Any individual who, in the sole opinion of Skibowl, attempts to aid any person in fraudulently obtaining a lift ticket, or who fails to comply with regulations set forth herein, or disregards the procedural use of lift facilities, slopes, or other facilities at the area, will automatically forfeit, without refund, all rights and privileges of pass holder.

Passes must be visible at all times when in lift lines.

Lost or Forgotten Passes - If your season pass is lost or stolen, you must report it immediately to Guest Services. A replacement pass may be obtained for a \$30.00 fee. Skibowl will void the original season pass and place it on the void/bad list for pick up. If someone else is found using your pass you will lose your pass privileges for the remainder of the season with no compensation. THERE WILL NOT BE ANY "I FORGOT" PASSES ALLOWED

Skibowl reserves the right to change the tentative opening and closing dates, operating hours, or facilities at any time based on weather, snow or crowd conditions. Skibowl also reserves the right to determine the number of lifts operating or area available for use at any given time, based on snow, weather, or other conditions.

Refunds are not considered based on duration of season, for weather conditions, or other reasons.

It is the responsibility of the Pass holder to pick up your pass. Skibowl is not obligated to issue refunds or extend credits for any passes that have been paid for but not picked up.

**The purchaser or user of this pass agrees to comply with the skier duties and responsibilities under ORS 30.985 and ORS 30.980**

I have carefully read and understood this Agreement and all of its terms. I enter into this Agreement freely and voluntarily and agree that it will be binding upon me, my heirs, assigns, and legal representatives.

It is the responsibility of the Pass holder to pick up your pass. Skibowl is not obligated to issue refunds or extend credits for any passes that have been paid for but not picked up.

PARTICIPANT NAME: \_\_\_\_\_ DATE: \_\_\_\_\_ (Please print legibly)

PARTICIPANT SIGNATURE: \_\_\_\_\_ Parent or guardian of  
Participant (must be signed by parent or legal guardian if Participant is under eighteen (18) years of age).

PARENT OR GUARDIAN NAME: \_\_\_\_\_ DATE: \_\_\_\_\_ (Please print legibly)

PARENT OR GUARDIAN SIGNATURE: \_\_\_\_\_