

2013/2014 SEASON PASS POLICIES, CONDITIONS & RELEASE

Last Name: _____

You are the privileged owner of a Season Pass or Spring Fling Pass. To make the system work, it is imperative all Pass holders follow these simple rules and agree in writing to be bound by the policies and conditions on this application. The term "user" as used throughout this RELEASE includes, but is not limited to skiers, snowboarders, mountain bikers, hikers and any other recreational users, regardless of the season.

This season pass is a revocable license under the laws of Idaho and is revocable at the sole decision of the licensor, Schweitzer. The issuance of a pass authorizes the licensee to use related recreational amenities at Schweitzer Mountain in Bonner County, Idaho. The licensee agrees that they do not and shall not claim at any time any interest or estate of any kind or extent whatsoever in Schweitzer or its premises by virtue of this license or use hereunder.

1. In issuing this season pass, Schweitzer Mountain Ski Operations LLC, dba Schweitzer, makes no guarantees as to opening date, days of operation, or lifts and trails in operation. Refunds, exchanges or transfers will not be given due to late opening, early closing or conditions. The buyer of a season pass assumes all risk of a marginal snow year or inclement weather in summer.

2. Season Passes are NON-TRANSFERABLE and may not be resold. Fraudulent use or violation of any Federal, State, or local laws or Schweitzer area policies may result in pass cancelation without refund and/or civil or criminal charges. Schweitzer has the right to revoke privileges at its own discretion for any reason, including but not limited to inappropriate behavior, violations of ski area boundary policy (failure to use open gates), ducking ropes, failure to observe/obey signage, etc. Purchaser agrees to display season pass at all times when accessing Schweitzer property and lifts.

3. Passes are NON-REFUNDABLE AND NOT SUBJECT TO ROLLOVER *except under limited conditions when Schweitzer Pass Protection has been purchased (not available on Spring Fling, Nordic passes or pass add-ons). See Schweitzer Pass Protection policy for specifics.*

4. Lost Season Pass: If your Season Pass is lost or stolen, you must report it to the Schweitzer Season Pass office immediately. Do not use your season pass if you find it, until you have notified the Schweitzer Season Pass Office and have been cleared to use it. *A charge of \$25.00 will be made for reissuing a new pass.*

5. Forgotten Season Pass: Only two (2) day tickets will be issued for the entire season the pass is valid. *After 2 free replace tickets have been issued a day ticket purchase will be required for each time forgotten.* If your ticket or Season Pass is found on another person, you will lose your pass privileges for the remainder of the season with no compensation and/or be subject to civil fines.

6. Guest must present Spring Fling pass at time of purchase for 2013/14 season pass to receive \$99 discount.

7. The purchaser and/or user of this pass understands that all types of mountain recreation are hazardous sports and accepts and assumes the inherent risks of mountain recreation including but not limited to: changing weather conditions; avalanches, bare spots; variations in snow, ice and terrain along with bumps, moguls, stumps, forest growth and debris and rocks; loose gravel and dirt, uneven terrain; grooming and other types of equipment on slopes; lift towers, signs, fence posts and other structures and their components; collisions with others and the recreational user's failure to participate within their own individual ability. In using the pass and recreating at the area, such dangers are recognized and accepted whether they are marked or unmarked. The user realizes that falls and collisions and other accidents do occur and that serious injury or death may result and, therefore, assumes the burden of being in control at all times. **IN CONSIDERATION FOR EACH AND EVERY RIDE ON ANY SKI LIFT DEVICE, THE USER OF THIS PASS HEREBY RELEASES AND HOLDS HARMLESS SCHWEITZER AND ITS AGENTS FROM ANY AND ALL CLAIMS AND LIABILITIES, INCLUDING NEGLIGENCE CLAIMS, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE PASS.**

8. **ON BEHALF OF MYSELF AND ALL OTHERS NAMED, INCLUDING ANY MINOR CHILDREN, ON THIS SEASON PASS FORM, I HEREBY RELEASE SCHWEITZER AND ITS OWNERS, AGENTS AND EMPLOYEES FROM ANY AND ALL LIABILITY FOR DAMAGE OR INJURY TO MYSELF AND ALL OTHERS NAMED ON THIS SEASON PASS FORM, INCLUDING NEGLIGENCE CLAIMS, ACCEPTING MYSELF THE FULL RESPONSIBILITY FOR ANY AND ALL SUCH DAMAGE OR INJURY OF ANY KIND WHICH MAY RESULT DIRECTLY OR INDIRECTLY FROM THE USE OF THIS PASS.**

9. In consideration of using Schweitzer's facilities, I CONTRACTUALLY AGREE that ALL claims for injury and/or death shall be GOVERNED by IDAHO STATE LAW and EXCLUSIVE JURISDICTION shall be in the State of Idaho.

I have carefully read this agreement and fully understand its contents. (One line per Passholder)

#1 Signature _____ Printed _____ Date _____

#2 Signature _____ Printed _____ Date _____

#3 Signature _____ Printed _____ Date _____

#4 Signature _____ Printed _____ Date _____

#5 Signature _____ Printed _____ Date _____

#6 Signature _____ Printed _____ Date _____

If I am signing on behalf of a minor, I accept full responsibility for all expenses incurred as a result of the minor's participation in recreating at Schweitzer. I agree to RELEASE, HOLD HARMLESS, and INDEMNIFY Schweitzer for any claims brought by or on behalf of the minor child(ren), including negligence claims.

Parent or Guardian Signature _____ Date _____

Printed _____

2013-14 Schweitzer Early Season Pass Form

10,000 Schweitzer Mountain Rd.
Sandpoint, ID 83864
208.263.9555/e-mail: ski@schweitzer.com
www.schweitzer.com

Address _____
City _____ State _____ Zip _____
Phone _____ Email _____

Winter Passes:

| | <u>March 1st, 2013 until May 31st, 2013</u> | | | |
|--|---|------------------------|--|-------------------------------|
| | <u>Price</u> | <u>w/tax & fee</u> | <u>Total Price w/Spring Fling Discount</u> | <u>Pass Protection Add On</u> |
| Adult Unlimited (26+) | \$629 | \$686.74 | \$578.65 | \$38 |
| Sunday – Friday (26+) | \$469 | \$512.05 | \$403.97 | \$28 |
| <u>Junior (7-17yrs old)</u> | \$199 | \$217.27 | \$109.18 | <u>\$12</u> |
| Child (6 & under) | \$29 | \$31.66 | N/A | N/A |
| Nordic Only | \$85 | \$92.80 | N/A | N/A |
| **Young Adult (18-25) | \$299 | \$326.45 | \$218.36 | \$18 |
| • Proof of age required- Age determined as of 12/31/13 | | | | |
| Transferable Pass | \$1999 | \$2,182.51 | <u>Price good all season</u> | N/A |
| 2013 Summer Only Pass | \$99 | \$108.09 | N/A | N/A |

*Optional:
If you want
Pass
Protection,
circle the
\$12.00 and
add it.
Change the
Grand Total
to \$232.77.

Pass Add Ons:

| | <u>March 1st, 2013 until May 31st, 2013</u> | |
|---|---|------------------------|
| | <u>Price</u> | <u>w/tax & fee</u> |
| Summer 2013 Pass | \$39 | \$42.38 |
| Note: 2013 SUMMER SEASON pass add on applicable to purchasers of 2013/14 season passes. | | |
| Nordic w/ Alpine | \$75 | \$81.89 |
| Season Locker Pass | \$299 | |
| Season Parking Pass | \$399 | |
| *RV Parking Pass | \$199 | |
| Gear Check | \$25 | |
| Bus Pass | Included free for pass holders during the 2013/14 ski season | |
| Nastar | \$49 | |

| Last Name | First Name | Birth date | Pass Type | Price w/Tax/fee | Nordic | Gear Check | Summer | Nastar | Pass Protect |
|-----------|------------|------------|-----------|-----------------|--------|------------|--------|--------|--------------|
| | | / / | | | | | | | |
| | | / / | | | | | | | |
| | | / / | | | | | | | |
| | | / / | | | | | | | |
| | | / / | | | | | | | |
| | | / / | | | | | | | |

ORDER TAKEN BY: _____ Date: ___/___/___

Card # _____ Exp. ___/___/___

Name on Card _____ CV# _____

Payment Type _____ Date ___/___/___ Sellers initials: _____

Subtotal \$ _____

Delivery Fee \$3.50 \$ _____

Grand Total \$ _____

NOTES: _____