

**SILVER MOUNTAIN  
2020–2021 SEASON PASS AGREEMENT & RELEASE OF LIABILITY**

Pass Holder Name: \_\_\_\_\_  
(Last) (First)

Date: \_\_\_\_\_

We are pleased to provide you (the “Pass Holder”) a season pass for skiing and snowboarding at the Silver Mountain Ski Resort (the “Ski Area”) for its 2020-2021 ski season on the following terms and conditions. If you have purchased an annual pass including mountain biking, the terms and conditions shall apply to your activities when using Ski Area facilities to engage in mountain biking. Please read both sides of this form and sign on the back. By accepting the season pass you agree to these terms and conditions.

**1. Skier Responsibility Code.** As a season Pass Holder, you agree to comply with the requirements and restrictions on skiers, snowboarders and passengers of aerial passenger tramways under the Idaho Ski Safety Act (Idaho Code 6-1101 et. seq.) which includes (but is not limited to) your responsibility to:

- (1) Know the range of your own ability to negotiate any slope or trail;
- (2) Always maintain a reasonable speed and be able to stop to avoid people or objects.
- (3) Always use ski brakes, straps or other retention devices to prevent runaway equipment.
- (4) Obey all posted signs and warnings;
- (5) Ski or board only in skiing areas designated by the Ski Area and keep out of closed trails and out of closed areas;
- (6) Prior to using any lift, have the knowledge and ability to load, ride and unload safely;
- (7) Board and disembark from aerial passenger tramways only in designated areas;
- (8) Refrain from dropping, throwing or expelling any object from an aerial passenger tramway;
- (9) Yield the right of way to those ahead of you and avoid colliding or interfering with them.

**2. For Personal Use Only – No Transfers.** The season pass is strictly for the personal use of the Pass Holder named above and is not transferable or for resale to any other person. While using this season pass, the Pass Holder agrees to not engage in activities for monetary gains, such as providing ski instruction, without the written consent of the Ski Area. The Pass Holder shall not allow anyone else to use his/her pass for access to the Ski Area and its lifts. Violation of the provisions of this paragraph will be a material breach of this season pass agreement and constitute fraud entitling Silver Mountain Ski Resort to cancel this pass and all license and right to ski and boarding privileges at its facilities without refund or compensation to the Pass Holder.

**3. Revocation of Pass.** The Season Pass and the license and privileges granted under it may be revoked by S&W Ops, LLC as the operator of the Silver Mountain Ski Resort (“the Ski Area Operator”) in its sole discretion in the event of the Pass Holder is found to be:

- (1) Skiing or snowboarding too fast or recklessly;
- (2) Skiing or snowboarding beyond CLOSED AREA signs and into a closed area, or beyond CLOSED AREA AVALANCHE DANGER signs;
- (3) Jumping out of or purposely dropping objects from the gondola or chairlifts;
- (4) Assaulting or using threatening language toward personnel or other guests of the Silver Mountain Ski Resort.
- (5) Mountain biking recklessly or off marked trails.

In the event of such revocation, no refund or compensation shall be due to the Pass Holder.

**4. Lost or Stolen Pass.** If your pass is lost or stolen, you must report it to the Ski Area Operator immediately. A replacement pass will be issued upon payment of a non-refundable fee of \$35.00. Replacement passes will not be issued after the second incident of a lost or stolen pass.

**5. Sale of Pass Is Final.** The sale of the season pass is final, and no refund will be due to the Pass Holder in the event the Ski Area is unable to open or must close for lack of snow. The Pass Holder assumes all risk of a marginal snow year.

**6. Duties of Pass Holder When Mountain Biking.** If your pass also covers mountain biking, your pass and privileges are conditioned upon your assuming and fulfilling the following duties:

- (1) To always ride in control and within your ability and be able to avoid people and objects:

- (2) To not ride if your ability is impaired by drugs or alcohol.
- (3) To always wear a helmet and other appropriate protective equipment when riding;
- (4) Prior to using any lift, to have the knowledge and ability to load, ride and unload safely;
- (5) To stay on marked trail, obey all signs and warnings and refrain from riding in closed areas;
- (6) To yield to riders ahead of you and to other riders when entering a trail or starting downhill;
- (7) To not stop where you obstruct a trail or are not visible to riders above you;
- (8) To report to the Bike Patrol or other staff collisions or accidents you witness or are involved in;
- (9) To not feed, provoke or approach wildlife

**7. Release and Indemnification.** To the furthest extent allowed by law, the Pass Holder agrees to fully release the Ski Area Operator, Powder, LLC ( the Ski Area Operator’s lessor), and F&B, LLC (the food and beverage lessee) and their respective managers, members, employees, agents, and contractors (the “Released Parties” hereinafter) from any and all claims for injuries, death, damages, expenses, and losses arising out of (1) the Pass Holder’s skiing and use of aerial passenger tramways, ski runs, trails, parks, racecourses, tubing areas, events, ski instruction, lodges, and other facilities owned or operated by the Released Parties as part of the Ski Area, (2) the negligence of the Ski Area Operator or any other Released Parties, (3) products liability, (4) mountain biking activity of the Pass Holder or (5) any collision with persons or objects or falls of the Pass Holder. To the furthers extent allowed by law, the Pass Holder further agrees to indemnify and defend the Released Parties against any claims arising from the Pass Holder’s skiing, falls, mountain biking, or use of the aerial passenger tramways or other facilities within the Ski Area and from claims of others related to the skiing, mountain biking and conduct of the Pass Holder. The foregoing release and indemnification provisions shall not apply to any statutory duties owed by the Ski Area Operator which the courts determine may not be released or indemnified.

**8. Release of photo/video usage.**

By entering the premises, you consent to the use of your voice, name, and/ or likeness being used. You waive all rights you may have to any claims for payment or royalties in connection with any use, exhibition, streaming, webcasting, televising or other publication of these materials, regardless of the purpose or sponsoring of such use, exhibiting, broadcasting, webcasting or other publication irrespective of whether a fee for admission or sponsorship is charged. You also waive any right to inspect or approve any photo, video or audio recording taken by Ski Area Operator or the person or entity designated to do so by Ski Area Operator.

**9. Agreement of Parent or Guardian of Pass Holder Under 18 Years of Age.** If the Pass Holder named above is under 18 years of age, his or her parent or legal guardian (the “Authorized Adult”) executes this agreement to induce the Ski Area Operator to issue a season pass to the benefit of said minor and agrees as follows:

- (1) To the fullest extent allowed by law, the Authorized Adult individually and on behalf of the minor agrees to all terms of this agreement, including the provisions for release of liability and indemnification;
- (2) The Authorized Adult assumes full responsibility for educating and supervising the minor Pass Holder to assure his or her compliance with all duties under paragraphs 1 and 6 above and rules of the Ski Area and to protect him or her from risks involved in skiing and mountain biking;
- (3) The Authorized Adult shall pay directly or through its insurance provider all medical and rehabilitation expenses incurred by the minor related to injury while using the facilities of the Silver Mountain Ski Resort and waives all rights of subrogation against the Released Parties; and
- (4) The Authorized Adult indemnifies and defends the Released Parties against any claims by the minor Pass Holder or others arising out of the minor Pass Holder’s skiing, mountain biking or use of or conduct on the facilities of the Ski Area.

**10. General Provisions.** If any provision of this agreement is found to be unenforceable, it shall be severed, and the balance of the agreement shall remain in full force and effect. Venue for any action related to this agreement or skiing under the season pass shall be in Shoshone County, Idaho or, if federal court jurisdiction is invoked, in the federal district court serving Shoshone County, Idaho.

\_\_\_\_\_  
Print: Name of Party Pass Holder

\_\_\_\_\_  
Signature of Pass Holder  
(If Pass Holder under 18 yoa  
Signature of Parent or Guardian)

\_\_\_\_\_  
Date