



# 2018/2019 SEASON PASS AGREEMENT AND RELEASE OF LIABILITY

**Participant's Name:** \_\_\_\_\_  
(please print)

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

Zip Code: \_\_\_\_\_ Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

**Please take the time to carefully read and understand the terms of this agreement.**

As a condition of holding a Season Pass, and in return for being permitted to use the facilities of Dodge Ridge, **I understand and agree to the following Conditions of Issuance for a season pass:**

1. This pass is valid for the 2018/19 season, as long as the lifts are in operation, but I understand that Dodge Ridge does not guarantee snow conditions or number of skiable days in the season and **I am not entitled to any refund or credits due to snow or weather conditions.** I understand that Dodge Ridge reserves the right to restrict use of my pass for any reason or to close the ski area for any special function.
2. I understand that if I lose my season pass or it is stolen, I must notify Guest Services and after a three-day waiting period it will be replaced for a \$50 charge. **If my season pass is lost or stolen, or if I forget to bring it with me, I will have to purchase a ticket of the day to ski or ride.**
3. My pass is the property of Dodge Ridge, and is non-transferable, non-assignable, non-refundable, and I will not let any other person use this pass or its privileges, and if I do, Dodge Ridge will revoke and terminate the pass immediately without refund. I understand that use of my pass by anyone other than me shall constitute fraud and may result in criminal prosecution. (Cal. Penal Code § 537a.)
4. I understand that use of my pass by anyone other than myself will result in the immediate loss of all lift and skiing/snowboarding privileges (without compensation) and will constitute fraud.
5. I have read and agree to **YOUR RESPONSIBILITY CODE** and **TERRAIN PARK RESPONSIBILITIES** (stated below) and to follow them whenever I ski/snowboard at Dodge Ridge. I further understand that the California Penal Code states that the following misdemeanors are punishable by a fine of up to \$1,000 and/or six months in jail: (1) Skiing/Snowboarding within or entering a CLOSED area [Penal Code § 602(r)]; and (2) Leaving the accident scene if involved in a collision, except to notify authorities or obtain assistance [Penal Code § 653i].
6. If Dodge Ridge management determines that my behavior, while on or using any of Dodge Ridge's premises, is not in accordance with **YOUR RESPONSIBILITY CODE** and/or California Penal Code or is considered misconduct, Dodge Ridge management or ski patrol may revoke my pass without refund or credit.
7. Dodge Ridge does not maintain, monitor, or patrol terrain beyond the ski area boundary. I assume all responsibility for travel beyond the ski area boundary and I understand that I will be charged for any rescue efforts which might be undertaken.
8. I agree to present my pass for scanning or visual inspection at any time when asked by any Dodge Ridge employee.
9. I hereby authorize the use and reproduction of my image, likeness, and-or voice by Dodge Ridge and its authorized representatives for any purpose, without compensation or restriction.

**YOUR RESPONSIBILITY CODE:**

1. Always stay in control and be able to stop or avoid others.
2. People ahead of you have the right of way. It is your responsibility to avoid them.
3. You must not stop where you obstruct a trail or are not visible from above.
4. Whenever starting downhill or merging into a trail, look uphill and yield to others.
5. Always use devices to help prevent runaway equipment.
6. Observe all posted signs and warnings. Keep off closed trails and areas.
7. Before using any lift, you must have the knowledge and ability to load, ride and unload safely.

**TERRAIN PARK RESPONSIBILITIES:**

I understand that if I enter a terrain park, I must inspect the elements and terrain before I ski or snowboard over them to evaluate the risks and degree of difficulty before participating. I understand that throughout the day snow conditions and terrain features will change. I am solely responsible for knowing and understanding my ability to encounter all terrain features.

**THIS IS A TWO PAGE AGREEMENT, DO NOT SIGN IT UNLESS YOU UNDERSTAND IT AND AGREE WITH ITS TERMS.**

## RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

By signing this Release of Liability and Indemnity Agreement, I acknowledge that I or my child (collectively herein, "I", "my", or "me") have chosen to participate in winter sports activities and/or other recreational activities, including but not limited to skiing, snowboarding, and all other snow sports at Dodge Ridge (collectively, "the sport"). I understand that my participation in the sport poses risks of INJURY and DEATH. The risks include, but are not limited to, loss of control, collisions with other skiers or snowboarders, collisions with natural and man-made objects, including trees, rocks, fences, lift towers, snow making equipment, and over-snow vehicles. The risks also include variations in terrain and snow conditions, surface and subsurface snow conditions, bare spots, bumps, moguls, ice, stumps, forest growth and debris, erosion control devices, rocks, cliffs, steep terrain, avalanches, and traveling in the mountains and beyond the ski area boundary. Other risks include those associated with the use of the facilities, including mountain transportation, lifts, terrain parks, half pipes, and other park features, walking in lodges and parking lots, and participating in lessons, races, and special events (collectively, "use of the facilities"). Despite these risks and all other risks, and **TO THE FULLEST EXTENT ALLOWED BY LAW, I AGREE TO EXPRESSLY ASSUME ALL RISKS OF INJURY OR DEATH** that might be associated with or arise out of my participation in the sport or use of the facilities.

In consideration for being permitted to participate in the sport and to use of the facilities, **I AGREE TO RELEASE FROM ANY LEGAL LIABILITY AND AGREE NEVER TO SUE** Dodge Ridge Corporation, the United States of America, Department of Agriculture, United States Forest Service, special event organizers, sponsors, and all of their successors, heirs, assigns, directors, officers, partners, investors, shareholders, members, agents, employees, owners, landowners, parent and subsidiary companies, and affiliated companies (collectively herein, "Dodge Ridge") for injury or death resulting from my participation in the sport or use of the facilities, regardless of the cause, including the alleged **NEGLIGENCE** of Dodge Ridge. I further **AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS DODGE RIDGE** for any claims, lawsuits, damages, attorney fees, costs or judgments arising out of my participation or my child's participation in the sport or use of the facilities.

**I UNDERSTAND THIS IS A RELEASE OF LIABILITY THAT IS VALID FOREVER**, and will apply whenever I participate in the sport or use of the facilities at Dodge Ridge. I understand that this **RELEASE OF LIABILITY** will prevent me, my child, or my heirs from filing suit or making any claim for damages in the event of injury or death from my participation in the sport or use of the facilities. Additionally, in the event I file or my child or any legal representative files a claim or a lawsuit arising out of my participation in the sport or use of the facilities at Dodge Ridge, **I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS** Dodge Ridge for any damages, attorney's fees, or costs arising out of such a claim or a lawsuit. With a full understanding of this agreement, I nevertheless enter into this agreement freely and voluntarily and agree that it is binding upon me, my child, my heirs, assigns and legal representatives.

I understand that by signing this agreement, I agree to be bound by the terms of the Conditions of Issuance and Release of Liability and Indemnity Agreement. I understand and agree that this agreement is severable and that if any clause is found to be invalid, the offending clause will be stricken and the balance of the contract will remain in effect and will be valid and enforceable. I agree that any action will be brought in the County of Tuolumne, State of California, or alternatively, in a court of competent jurisdiction in the State of California. Any disputes will be subject to and determined under the laws of the State of California.

**Signature of Pass Holder:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Pass holders under the age of 18 years are required to have a parent or legal guardian read and sign.

**Print name of Parent or Legal Guardian** \_\_\_\_\_ **Relationship:** Parent  Legal Guardian

**Signature of Parent/Legal Guardian:** \_\_\_\_\_ **Date:** \_\_\_\_\_

By signing this agreement you will automatically receive all email notifications specifically related to your season pass. You will not be sent additional emails about promotions or events unless you check the box below.

Yes, please sign me up for additional emails about promotions and events.

Staff to complete the following: Date issued: \_\_\_\_\_ Issued by: \_\_\_\_\_

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