



StartNow
09/10

PARK CITY MOUNTAIN RESORT PASS ORDER FORM AND AGREEMENT

1. NAME _____ BIRTH DATE ____/____/____
MAILING ADDRESS _____ CITY _____ STATE ____ ZIP _____
PHONE (____) _____ E-MAIL _____

Additional family members can be listed below.

2. NAME _____ BIRTH DATE ____/____/____
RELATIONSHIP _____

3. NAME _____ BIRTH DATE ____/____/____
RELATIONSHIP _____

4. NAME _____ BIRTH DATE ____/____/____
RELATIONSHIP _____

CREDIT CARD TO BE CHARGED FOR StartNow Bounce Back:

Credit Card # _____ Exp ____ / ____
Name on Credit Card _____ Signature _____

****Park City Mountain Resort season and other passes are non-refundable, non-cancelable and non-transferable. Passes allows the holder to go directly to the lifts. The pass must be visible and presented at all lifts. Passes may not be credited or rolled over into subsequent seasons, except for the EZ Access Pass, the monetary value of which may be rolled over towards the purchase of another Park City Mountain Resort pass product.

The holder of this Pass (hereinafter "pass holder") is subject to all rules and regulations in effect at Park City Mountain Resort. The holder is not entitled to any special privileges or exceptions and must obey all rules, including, but not limited to, Your Responsibility Code and any Terrain Park related rules and restrictions. Your Responsibility Code is posted on www.parkcitymountain.com and on Resort trail maps.

I agree and understand that the staff or management of Park City Mountain Resort may confiscate my Pass, if in their judgment I fail to obey ski area rules, codes or directions.

I agree and understand that my Pass may be cancelled, without refund, if I abuse my privileges by acts that endanger my life or others or that could cause injury to others.

VIOLATIONS OF SAFETY PROCEDURES MAY RESULT IN PARTIAL OR PERMANENT LOSS OF LIFT PRIVILEGES WITHOUT ANY REFUND.

All PCMR users are also subject to Summit County Ordinance No. 91: Ordinance Relating to Regulation of Skiing in Closed Areas and Summit County Ordinance No. 110: Ordinance Prohibiting Reckless Skiing, Imposing a Duty to Stop at the Scene of a Skiing Collision and to Notify Resort of Incident. Complete copies of these ordinances are available upon request.

The Pass cannot be re-sold. Re-selling or allowing another person to use the pass constitutes theft of services from the Park City Mountain Resort.

Park City Mountain Resort cannot assume responsibility for snow, weather, safety or any other conditions affecting the pass holder or his/her use of the Pass.

This Pass shall remain the property of Park City Mountain Resort.

Park City Mountain Resort assumes no responsibility for unauthorized use of holder's Pass.

The pass you are purchasing is valid from November 1, 2009 until October 31, 2010

NO REFUNDS ON SEASON PASSES

ACKNOWLEDGMENT OF RISKS, LEGAL RIGHTS WAIVER, LIABILITY RELEASE AND HOLD HARMLESS AGREEMENT

THIS IS A BINDING LEGAL AGREEMENT - READ IT CAREFULLY!!!

WHILE SEASON PASSES ARE LIMITED IN THEIR USE TO THE SEASON IN WHICH THEY ARE ISSUED, THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE PERPETUALLY BINDING ON THE PURCHASER OR HOLDER OF THE PASS AND ARE NOT LIMITED TO THE SEASON IN WHICH THIS AGREEMENT IS SIGNED REGARDLESS OF WHETHER THE PASS PURCHASER OR HOLDER EVER RENEWS IN FUTURE SEASONS.

Skiing, whether recreational or competitive, practicing or training for competitions or special events, nordic, freestyle, or other types of ski jumping, using skis, sled, tube, snowboard or any other device, alpine slide, alpine coaster, zip ride, mountain biking, horseback riding, using or encountering ATVs, hiking and other activities at this Resort are dangerous and risky activities. There are inherent and other risks associated with these activities, and all of these risks can cause serious injury or death. I acknowledge and understand that some, but not necessarily all of the risks associated with some or all of these above-mentioned sports and/or activities are as follows:

- Changing weather conditions and snow or ice conditions as they exist or may change, such as hard-pack, powder, packed powder, wind pack, corn, slush, cut-up snow, or machine-made snow
- Surface or subsurface conditions such as bare spots, forest growth, rocks, stumps, streambeds, cliffs, trees and other natural objects
- Variations or steepness in terrain, whether natural or as a result of slope design, snowmaking or grooming operations and other terrain modifications such as terrain parks and terrain features such as jumps, rails, fun boxes, and all other constructed and natural features such as half pipes, quarter pipes or freestyle-bump terrain
- Impact with lift towers and other structures and their components, such as signs, posts, fences or enclosures, hydrants or water pipes
- The failure of a skier, mountain biker, Diggle Scooter rider or hiker to act within their own ability
- Fences and/or barriers at or along portions of the area, or the absence of such fences and/or barriers, and the inability of fences and/or barriers to prevent or reduce injury
- Changes in the speed of travel, which depends on surface conditions and the weight of the skier, biker, or rider.
- Collisions with other skiers, rocks, stumps, debris, lift towers, wildlife or animals, other skiers, riders, mountain bikers, hikers, all-terrain vehicles (ATVs), other vehicles and motorized transportation, and other natural and/or manmade objects, including, but not limited to snowmobiles, grooming and snowmaking equipment as well as incidents relating to chairlift loading, riding or unloading
- The use of the lift or tow, including falling, coasting backwards, and becoming entangled with equipment and other risks.

I acknowledge and understand that I am accepting all of Park City Mountain Resort **AS IS**, and further acknowledge and understand that **NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS OR ANY OTHER WARRANTIES** are being extended to me with respect to any aspect of Park City Mountain Resort or its facilities.

I agree to **UNCONDITIONALLY WAIVE** any right to sue Park City Mountain Resort, Greater Park City Company, POWDR Corporation and any employees, volunteers, terrain park or race course designers, agents, independent contractors, affiliates, and subsidiaries of these aforementioned entities and/or companies for any injuries, including **DEATH**, sustained while ski racing, competing in any competition, being otherwise involved in a racing or competition event in any capacity, mountain biking, horseback riding, hiking, using the Diggle Scooter or ATVs, using the Alpine Slide, Alpine Coaster or the Ziprider or unloading, loading or otherwise using a chairlift for the purpose of participating in any of these aforementioned activities/events. I further agree to **UNCONDITIONALLY RELEASE** and **HOLD HARMLESS** Park City Mountain Resort, Greater Park City Company, POWDR Corp. and any employees, agents, independent contractors, affiliates, and subsidiaries of these aforementioned entities and/or companies from **ANY AND ALL LIABILITY**, claims or causes of action for **ANY AND ALL INJURIES** sustained while participating in the activities mentioned above in this paragraph at Park City Mountain Resort, including, but not limited to, injuries sustained as a result of Park City Mountain Resort's **NEGLIGENCE** and **regardless of whether the possibility of sustaining such injuries was contemplated, obvious, and/or known at or before the time of injury.**

I also agree and understand that the activities described herein are purely voluntary, recreational activities and that if I am not willing to acknowledge and assume the risks (inherent risks and any other risks that may exist), I should not purchase or use this Pass.

I have read and understand the foregoing Acknowledgment of Risks, Waiver of Legal Rights, Liability Release and Hold Harmless Agreement and, by purchase of this Pass, I am intending voluntarily to be legally bound. To the extent any portion of this Agreement is deemed unenforceable, all remaining portions shall remain enforceable. If this Agreement is signed on behalf of a minor child, I represent and warrant that I am doing so with the consent and approval of my spouse or other legal guardian (if any) and I understand that I am acknowledging the risks to my child and that my child(ren) understand all the risks. Any legal action that could involve the enforceability of this Agreement shall be filed exclusively in the State of Utah and Utah law shall govern.

Pass holder Name _____ Signature _____ Date ____/____/____

Pass holder Name _____ Signature _____ Date ____/____/____

Pass holder Name _____ Signature _____ Date ____/____/____

Pass holder Name _____ Signature _____ Date ____/____/____

Parent or Guardian signature for dependent (anyone under 18) _____ Date ____/____/____