2012-2013 Winter Season

Name:

CAMELBACK

SEASON PASS CONTRACT AND AGREEMENT NOT TO SUE
COLLEGE PASS 2012-2013 SEASON

AGREEMENT by and between Camelback, its owners and operators, and their officers, directors, agents, servants and employees (hereinafter referred to collectively as "Camelback") and _____("Season Pass Holder"):
IN CONSIDERATION of the payment of the applicable season pass rate, Camelback hereby grants to the undersigned the privilege and license to use all lifts and ski facilities at Camelback during the current season valid ***Sunday through Friday, open to close, Saturdays and 3:00 pm to close*** and after March 1, 2013 valid on Saturdays open to close through the end of the current ski season. Upon the following terms and conditions:

1. Passes are not transferable or assignable. They may not be given or loaned to anyone under any circumstances. Violation of this condition will result in revocation of the pass without refund. Pass must be worn and displayed in armband on right arm.
2. Pass holders not in possession of their season passes are required to purchase a lift ticket at full price in order to use the ski facilities.
3. If a pass is lost or stolen, I agree to report the loss in writing immediately. Failure to do so may result in revocation of the pass, without refund. A $75 charge will be imposed for a replacement pass. A defective pass will be replaced free of charge upon surrender of the pass.
4. This pass does not include or guarantee automobile parking. I understand that, on some busy days, parking may not be available.
5. I agree to comply with all rules and regulations pertaining to season passes that may, from time to time, be adopted by Camelback, and to abide by the Skiers Responsibility Code when using Camelback's ski facilities. I acknowledge receipt of a copy of the current rules and regulations.
6. The pass may be suspended and/or revoked by Camelback, without refund, in the event of a violation of any rule or regulation, misrepresentation of facts to obtain an applicable season pass rate, or for violation of the Skiers Responsibility Code.
7. **IN CONSIDERATION OF BEING ALLOWED TO USE CAMELBACK'S FACILITIES, I AGREE THAT I WILL NOT SUE CAMELBACK, ITS OWNERS AND OPERATORS, AND THEIR OFFICERS, DIRECTORS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER REFERRED TO COLLECTIVELY AS "CAMELBACK") AND WILL RELEASE CAMELBACK FROM ANY AND ALL LIABILITY IF I OR ANY MEMBER OF MY FAMILY IS INJURED WHILE USING ANY OF THE CAMELBACK FACILITIES OR WHILE PRESENT ON CAMELBACK'S PROPERTY, EVEN IF I CONTEND THAT SUCH INJURIES ARE THE RESULT OF NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, OR ANY OTHER IMPROPER CONDUCT FOR WHICH A RELEASE IS NOT CONTRARY TO PUBLIC POLICY, ON THE PART OF CAMELBACK. I FURTHER AGREE THAT I WILL INDEMNIFY AND HOLD HARMLESS CAMELBACK FROM ANY LOSS, LIABILITY, DAMAGE OR COST OF ANY KIND THAT MAY OCCUR AS THE RESULT OF ANY INJURY TO MYSELF, TO ANY MEMBER OF MY FAMILY OR TO ANY PERSON FOR WHOM I AM SIGNING THIS AGREEMENT, EVEN IF IT IS CONTENDED THAT ANY SUCH INJURY WAS CAUSED BY NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, OR OTHER IMPROPER CONDUCT FOR WHICH A RELEASE IS NOT CONTRARY TO PUBLIC POLICY, ON THE PART OF CAMELBACK.**
8. I understand that there are inherent and other risks in the sports of skiing, snowboarding, and other snowsliding activities (hereinafter referred to collectively as "skiing" or "skier") including the use of lifts. These risks include, but are not limited to, variations in snow, steepness and terrain, trail side drop-offs, ice and icy conditions, moguls, rocks, trees, and other forms of forest growth or debris (above or below the surface), bare spots, lift towers, utility lines, poles and guy wires, snowmaking equipment and component parts, trail fences and control nets, and the absence of such fences and nets, Terrain Park features and elements (such as halfpipe, jumps, rails, rollers, hits, etc.), and other forms of natural or manmade obstacles on and/or off designated trails, as well as collisions with equipment, obstacles or other skiers. Trail fences are located along the side of some but not all of our trails; such fences are not designed to protect you from injury if you run into them or go through, over or under them. Trail conditions vary constantly because of weather changes and skier use. I understand that a helmet does NOT ELIMINATE THE RISK of injuries or a fatality and helmets have only limited capability for shock absorption and that, although the helmet may reduce or mitigate the severity of injuries to my head, it is not a guarantee of my safety. I understand that all of the inherent and other risks of skiing present the risk of injury, that skiing is a **DANGEROUS**, risk sport, and that injuries can be serious and even fatal. **I HEREBY ACKNOWLEDGE, ACCEPT, AND ASSUME THESE RISKS AND ALL OTHER RISKS THAT CAN AND DO EXIST WHILE PARTICIPATING IN THE SPORT OF SKIING AND WHILE ENGAGED IN ANY SUCH ACTIVITY AT CAMELBACK.**
9. I agree that all disputes arising under this contract and/or from my use of the facilities at Camelback shall be litigated exclusively in the Court of Common Pleas of Monroe County or in the United States District Court for the Middle District of Pennsylvania. I represent and warrant that I am signing this contract with the consent of my Spouse (if any) and understand that I may be giving up the rights of my child and spouse to sue as well as giving up my own right to sue.

THIS CONTRACT WAS READ BY THE UNDERSIGNED WITH CARE, IN THE PRESENCE OF AN EMPLOYEE OF CAMELBACK WHO WAS AVAILABLE TO ANSWER ANY QUESTIONS.

If the undersigned is under eighteen (18) years of age, this contract must be executed by a parent or guardian.
Executed the _____ day of _____, (mo.) 20____, intended to be legally bound hereby

Phone: (_____) - _____ - _____

_____
Signature: If Under 18: ☐ (please Check)

_____
Signature: (of Parent/Guardian if under 18)

This Contract applies to Season Pass #:_____

Name: _____

_____
Camelback Staff

Address: _____

City: _____ St: ____ Zip: _____-_____

Email Address:

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CAMELBACK 2012-13 Winter Season

Name:

Season Pass Rules and Regulations

1. Skiing/Snowboarding while under the influence of alcohol and/or drugs is prohibited.
2. Season passes are not transferable. They may not be given or loaned to anyone under any circumstances. If a passholder's pass is in the possession of another guest, that guest will be asked to pay a $50 administrative fee as well as charging them the cost of a lift ticket for that day. The ticket is voided and the guest has to leave the resort or they can purchase another ticket for the day or purchase a season pass at the current rate. If they refuse we will take appropriate measures for legal action.
3. Guest whose pass was misused: we keep their pass and they can if they wish buy a new pass. No exceptions. Guest is allowed to purchase a new pass at the current rate. Guest should get restitution from person who misused or took their pass.
4. Any passholder not in possession of his/her season pass is required to purchase a lift ticket at full price in order to use the ski facilities. Season Passes must be worn on your person between the waist and shoulder on your body.
5. If a pass is lost or stolen, passholder must report the loss in writing immediately. Failure to do so may result in revocation of the pass, without a refund. A $75.00 charge will be imposed for a replacement pass.
6. **Value Passholders:** If you are caught skiing/snowboarding with your value pass prior to 2:30pm on any Saturday and Sunday prior to March 1, 2011 you will be asked to purchase an Open-Close-Lift ticket at the full price plus a administrative fee of $25. The ticket will be voided and the passholder will be asked to come back at 3pm to get their pass back.
7. If you are skiing /snowboarding with your Value Pass between 2:30pm and 3pm on any Saturday and Sunday prior to March 1, 2011 we will ask you to step out of the lift line and wait until 3pm to begin using the lifts.
8. **Night Passholders:** If you are caught skiing/snowboarding with your night pass prior to 2:30pm any day of the week, you will be asked to purchase an Open-to-Close Ticket at the full price plus an administrative fee of $25. The ticket will be voided and the passholder will be asked to come back at 3pm to get their pass back.
9. **If a second offense occurs related number 7 and 9 above the passholder's pass will be voided and the passholder will be asked to pay the full retail value of the pass they misused.**
10. The following is a schedule to determine the amount of refund or credit which may be returned to a Season Passholder due to an injury which prevents that Season Passholder from skiing for the remainder of the ski season (a physician's note is required for our files.)
11.

i.	Prior to Opening Date	100% Refund
ii.	Opening Date to December 31	80%
iii.	January 1 to January 15	60%
iv.	January 16 to January 31	40%
v.	February 1 to February 15	20%
vi.	After February 15	0%

12. ***This schedule will be followed regardless of the date of purchase of the pass.***

13. Camelback reserves the right to periodically close certain trails and lifts to all skiers and/or to Alpine, Nordic, or Snowboard skiers selectively, for operational purposes, at its sole discretion.
14. No Season Passholder shall engage in conduct which is reckless, unlawful, illegal, inappropriate or offensive, or dangerous to the Passholder, other skiers, or property, while on Camelback property.
15. Camelback reserves the right to revoke or suspend a season pass for any violation of the Season Pass Contract or these rules and regulations. For any such violation, a season pass may be removed and suspended by a Ranger, Ski Patroller, or other authorized personnel of Camelback Mountain Resort. The season passholder may be required to view a safety film, shown at various times daily throughout the season, as a condition of redeeming a suspended season pass. No pass shall be returned to a passholder under circumstances where the season pass was suspended because the passholder was deemed to be under the influence of alcohol and/or drugs, until such time as the passholder is deemed not to be incapacitated. Repeated violations may result in a suspension of a season pass for a period of time, depending upon the severity of the violation, at Camelback's discretion, and/or shall be cause for revocation of the pass for the balance of the ski season.
16. Season passholders must observe the Responsibility Code, which reads as follows:

YOUR RESPONSIBILITY CODE

Skiing can be enjoyed in many ways. At ski areas you may see people using alpine, snowboard, telemark, cross-country or other specialized ski equipment, such as that used by disabled or other skiers. Regardless of how you decide to enjoy the slopes, always show courtesy to others and be aware that there are elements of risk in skiing that common sense and personal awareness can help reduce. Observe the code listed below and share with other skiers the responsibility for a great skiing experience.

1. Always stay in control, and be able to stop or avoid other people or objects.
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 out of closed areas.
7. Prior to using any lift, you must have the knowledge and ability to load, ride and unload safely.

KNOW THE CODE. IT'S YOUR RESPONSIBILITY. This is a partial list. Be safety conscious. Officially endorsed by: NATIONAL SKI AREAS ASSOCIATION

Executed the _____ day of _____, (mo.) 20____, intended to be legally bound hereby

_____
Signature of Pass Holder

_____
Camelback Staff

This contract applies to Season Pass No. _____

Rev: 02-23-12 JK