



Name: \_\_\_\_\_

# CAMELBACK

## SEASON PASS CONTRACT AND AGREEMENT NOT TO SUE VALUE 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 Monday through Friday, open to close, Saturdays and Sundays 3:00 pm to close* and after March 2, 2013 valid on Saturdays and Sundays 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, RECKLESSNESS, OR ANY OTHER IMPROPER CONDUCT 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 THE NEGLIGENCE, RECKLESSNESS, OR OTHER IMPROPER CONDUCT 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: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

Camelback Staff

City: \_\_\_\_\_ St: \_\_\_\_\_ Zip: \_\_\_\_\_ - \_\_\_\_\_

Email: \_\_\_\_\_