



# SEASON PASS APPLICATION 2009-2010

## APPLICANT #1

All fields required. Please print clearly.

FIRST NAME – Legal Name MI LAST NAME TODAY'S DATE

MAILING ADDRESS – STREET, APT./STE. CITY STATE ZIP COUNTRY

BIRTH DATE (MM/DD/YYYY) MALE FEMALE HOME PHONE TYPE OF PASS

### RESORT CHARGE / DIRECT TO LIFT

Attach a credit card to your season pass and use your pass to charge at designated on-mountain restaurants and retail locations. You'll also be able to bypass the ticket window, and go Direct-to-Lift at a passholder rate at our resorts where your pass is not valid or when it is restricted, and your credit card will automatically be charged the daily lift ticket price. If you have purchased a restricted pass and choose to ski on restricted days, you will be charged the passholder rate when you use resort charge to access the lifts.

NOTE: If you don't add resort charge now, but add it at a later date you understand you will be charged on the days you ski if you have a restricted pass. It is the responsibility of the passholder to be aware of restricted dates. Also, if your Resort Charge is not valid, you will be responsible for another form of payment.

I hereby authorize a Vail Resorts affiliate company to charge my credit card each time my Season Pass is presented for charging privileges at participating Vail Resorts' establishments. I further authorize Vail Resorts' partner companies to charge my credit card each time I present my Season Pass for charging at a Vail Resorts' Resort Charge partner company.

### PASS INSURANCE

Protect your season with Pass Insurance. Pass Insurance provides coverage for you and your investments when the unexpected happens.

Yes, I would like to purchase Pass Insurance for. No, I do not wish to purchase Pass Insurance at this time. I understand that I will not be eligible for a refund and that passes are not transferable. I understand that I have 30 days from the purchase of my pass or 11/15/2009 whichever comes later, to purchase pass insurance.

## ADDITIONAL APPLICANTS

Please use if additional applicant's address is same as above.

Form for additional applicants with fields for name, birth date, gender, and pass insurance.

## E-MAIL ADDRESS

By providing your e-mail address here, you are only allowing Vail Resorts to communicate with you regarding the season pass you have purchased. Pass benefit updates and reminders will ONLY be communicated by e-mail. We will not abuse this privilege.

E-mail Address

In addition to receiving information regarding the season pass you purchased, you can also subscribe to our e-newsletter featuring snow alerts, exclusive lodging deals, resort updates and more.

You will have the opportunity to unsubscribe at any time.

## NATIONAL FOREST FOUNDATION



Vail Resorts and the National Forest Foundation have joined in a partnership to support projects that improve and enhance our surrounding National Forests. We offer our guests an easy way to help care for the Forests by voluntarily contributing \$1 per pass purchase. If you would prefer not to contribute, please check this box and we will gladly remove the donation from your purchase.

I PREFER NOT TO CONTRIBUTE TO THE NATIONAL FOREST FOUNDATION

† Restrictions may apply. Visit snow.com for restricted dates. Valid for resorts purchased. Child is defined as 5-12. Teen is defined as 13-18. Adult is defined as 19+. For questions, call 888-215-3867. No refunds available for Season Pass products. There is no season pass processing for these passes at Arapahoe Basin.

**THE PASS YOU ARE BUYING IS NOT TRANSFERABLE AND MAY NOT BE RESOLD.** The pass may be confiscated with no re-issue if, in the sole judgment of the ski area operator, it is used in a fraudulent manner. Re-issued passes may be subject to a replacement fee. The Undersigned acknowledge their affirmative duty to immediately notify the ski area operator and appropriate authorities if Holder's pass is lost or stolen. Failure to notify the ski area of a stolen or lost pass may result in loss of skiing privileges.



RF Technology: We have enabled your pass with Radio Frequency (RF) Technology. RF Technology will allow our upgraded scanners to read RF-enabled passes at short range through jackets and clothing for convenience and ease of use. To learn more about RF Technology, please visit [snow.com/rft](http://snow.com/rft)

## WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

**PLEASE READ CAREFULLY. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.**

The person for whom this season pass is purchased shall be referred to hereinafter as "Holder". The "Undersigned" means only the Holder when the Holder is age 18 or older OR it means both the Holder and the Holder's parent or legal guardian when the Holder is under the age of 18. The Undersigned agree and understand that skiing, snowboarding and using ski area facilities, including the lifts, for any purpose (hereinafter the "Activity"), can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH.

The Undersigned expressly ASSUME ALL RISKS associated with Holder's participation in the Activity, known or unknown, inherent or otherwise; the Undersigned agree and understand these risks include, but are not limited to: falling; slick or uneven surfaces; surface and subsurface snow conditions; bumps; moguls; ice; variations in terrain; rugged mountainous terrain; downed timber; stumps; forest growth; rocks; debris; marked and unmarked obstacles; visibility; collisions; encounters with snowmobiles and/or other motor vehicles; lift loading, unloading, and riding; adverse weather; limited access to and/or delay of medical attention; fatigue; exhaustion; dehydration; hypothermia; high elevation; altitude sickness; frostbite; & mental distress from exposure to any of the above.

Holder assumes the responsibility of maintaining control at all times while engaging in the Activity. Holder is responsible for reading, understanding and complying with all signage, including instructions on use of lifts. Holder must have the physical dexterity and knowledge to safely load, ride and unload the lifts. Further, the Undersigned understand that a minor Holder may use the ski lifts without an adult present. The Undersigned are advised that snowmobiles, snowmaking, and snow-grooming equipment may be encountered at any time.

RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE FOR HOLDER TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.

In consideration for allowing the Holder to participate in the Activity, THE UNDERSIGNED HEREBY AGREE NOT TO SUE Vail Resorts, Inc., The Vail Corporation, its affiliated companies and subsidiaries, including but not limited to those that operate the Vail, Beaver Creek, Keystone, and Breckenridge resorts, Heavenly Valley Limited Partnership d/b/a Heavenly Mountain Resort, its General Partner VR Heavenly I, Inc., Dundee Realty USA, LLC d/b/a Arapahoe Basin Ski Area, the U.S. Forest Service, and all their respective insurance companies, successors in interest, agents, employees, representatives, assignees, officers, directors, and shareholders (each hereinafter a "Released Party") for any property damage (including but not limited to equipment damage), injury or loss to Holder, including death, which Holder may suffer, arising in whole or in part out of Holder's participation in the Activity. By agreeing not to sue, the Undersigned are releasing any right to make a claim or file a lawsuit against any Released Party. Also, the UNDERSIGNED AGREE TO HOLD HARMLESS AND RELEASE EACH AND EVERY RELEASED PARTY FROM ANY AND ALL LIABILITY and/or claims for injury or death to persons or damage to property arising from Holder's participation in the Activity, including, but not limited to, those claims based on any Released Party's alleged or actual NEGLIGENCE or BREACH of any CONTRACT and/or express or implied WARRANTY. By execution of this Agreement, the Undersigned also AGREE TO DEFEND AND INDEMNIFY/REIMBURSE each Released Party from any and all claims of the Undersigned and/or a third party arising in whole or in part from Holder's participation in the Activity.

The ski area operator shall have the right to confiscate or revoke the privileges conferred by the pass where, in the sole judgment of the Ski Area's representative, the Holder: 1) acts in any manner that endangers or may endanger the safety of Holder or any other person; 2) violates the law; 3) provides ski lessons or related services for compensation without express authorization; or 4) engages in misconduct or creates a nuisance.

In consideration of allowing Holder to use the ski area facilities, THE UNDERSIGNED CONTRACTUALLY AGREE THAT ANY AND ALL CLAIMS for injury and/or death regarding an alleged incident SHALL BE GOVERNED BY COLORADO LAW (for Vail, Beaver Creek, Breckenridge, Keystone, Arapahoe Basin) OR CALIFORNIA LAW (for Heavenly), and EXCLUSIVE JURISDICTION shall be in the state or federal court sitting in the district where the alleged incident occurred.

In the case of a minor Holder, the Undersigned parent or legal guardian acknowledges that he/she is signing on behalf of the minor and that the minor shall be bound by all the terms of this Agreement. By signing this Agreement without a parent or legal guardian's signature, Holder, under penalty of fraud, represents that he/she is at least 18 years of age. If signing as the parent or guardian of a minor Holder, signing adults represent that they are a legal parent or guardian of the minor Holder. The Undersigned understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. It is the Undersigned's intent that this Agreement shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of the Undersigned.

THE UNDERSIGNED REPRESENTS THAT HE OR SHE IS THE PASS APPLICANT OR LEGAL PARENT OR GUARDIAN OF THE PASS APPLICANT. THE UNDERSIGNED AGREES TO INDEMNIFY THE RELEASED PARTIES FOR ALL LIABILITY AND CLAIMS, INCLUDING ATTORNEYS FEES, ARISING FROM ANY MISREPRESENTATIONS MADE IN THIS APPLICATION OR FRAUDULENT EXECUTION OF THIS AGREEMENT.

\_\_\_\_\_  
Signature of Applicant #1 or Parent/Legal Guardian of MINOR Applicant(s)

\_\_\_\_\_  
Signature of Applicant #2

\_\_\_\_\_  
Printed Name of Applicant #1 or Parent/Legal Guardian of MINOR Applicant(s)

\_\_\_\_\_  
Printed Name of Applicant #2

\_\_\_\_\_  
Signature of Applicant #3

\_\_\_\_\_  
Signature of Applicant #4

\_\_\_\_\_  
Printed Name of Applicant #3

\_\_\_\_\_  
Printed Name of Applicant #4

### TO BE COMPLETED BY STAFF

Customer ID: \_\_\_\_\_ Location: \_\_\_\_\_ Date: \_\_\_\_\_ Sales Person: \_\_\_\_\_