**S E A S O N P A S S A G R E E M E N T**

LAST NAME FIRST NAME INITIAL

PERMANENT ADDRESS

 ZIP

 STATE

CITY

 USSA# (if applicable)

 Date of Birth of Student

Age of Student

 Phone

Emergency Contact

Insurance Company

Policy Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Group Number

**Student Season Pass**

**Catskill & Saugerties**

**OFFICE USE ONLY**

**2019-20**

PO Box 295, Hunter, NY 12442

 Pass

$259

Program Director’s Signature

Date

#

Cash

Check

 MC/Visa/AE

Date Rcd

Computer Log

Pass#

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WARNING TO SKIERS: Downhill skiing and snowboarding, like many other sports, contains inherent risks including, but not limited to the risk of personal injury, including catastrophic injury, or death, or property damage, which may be caused by variations in terrain or weather conditions, or surface or subsurface snow, ice, bare spots or areas of thin cover, moguls, ruts, bumps, or other persons using the facilities; rocks, forest growth, debris, branches, trees, roots, stumps; or other natural objects or man-made objects that are incidental to the provisions or maintenance of a ski facility in New York State. New York law imposes a duty on you to become apprised of and understand the risks inherent in the sport of skiing, which are set forth above, so that you may make an informed decision of whether to participate in skiing notwithstanding the risks. New York also imposes additional duties upon you, to which you must adhere, for the purpose of avoiding injury caused by any of the risks inherent in skiing. If you are not willing to assume all of these risks and abide by these duties, you must NOT participate in skiing at this area. IF YOU ARE WILLING TO ASSUME ALL OF THESE RISKS AND ABIDE BY THESE DUTIES, PLEASE SO INDICATE BY SIGNING BELOW.

You agree that all disputes under this contract and/or lawsuits arising from use of the facilities at Hunter Mountain shall be litigated exclusively in the Supreme Court of the State of New York, County of Greene, or in the United States District Court for the Northern District of New York.

You agree to abide by all rules, regulations and policies of Hunter Mountain Ski Bowl Inc. You will instruct all minors, whom you have signed for as parent or guardian, of these policies and agree to be held responsible for any damages, fines or penalties resulting from a violation of these rules. In consideration of my child being accepted into the Hunter Mountain Ski Bowl Real Close Student Pass Program, I, being the parent or guardian of the minor, hereby acknowledge and accept the inherent and other risks that exist in the sport of skiing as outlined above. I AGREE TO RELEASE AND HOLD HARMLESS Hunter Mountain Ski Bowl Inc., Hunter Mountain Acquisition Inc., Peak Resorts Inc., (Collectively as "RELEASEES") THEIR OWNERS, AFFILIATES, SUBSIDIARIES, EMPLOYEES

AND AGENTS AND ALL OF THEIR OFFICERS AND DIRECTORS AND THE EQUIPMENT MANUFACTURERS AND

DISTRIBUTORS AND THEIR SUCCESSORS “(other releases)”, on either my own behalf or on behalf of my child, if my child is injured while participating in the Hunter Mountain Ski Bowl Real Close Student Pass Program. I further agree to fully indemnify and hold harmless Hunter Mountain Ski Bowl Inc. and other releases from and against any loss, liability, damage, cost, and expense which Hunter Mountain Ski Bowl Inc. and other releases may incur or sustain as a result of any claim arising from any personal injury suffered by the named minor, even if it is contended that they were negligent. You further agree to indemnify Hunter Mountain against all claims arising from such acts committed by you or those minors. You understand that Hunter Mountain has the right to prosecute individuals guilty of fraudulent Pass use under the guidelines of the New York Theft of Services Act. Discounted pass rates are applicable only upon receipt of valid payment.

RELEASE: I have read and understand the NOTICE printed above. I have read, reviewed and understand the "WARNING TO SKIERS". I am aware of, understand, and agree to assume the risks inherent in the sport of skiing as set forth on the "WARNING TO

SKIERS". I agree not to sue Hunter Mountain for any personal injury or property damage sustained while using this pass. I agree to indemnify Hunter Mountain for any claims brought by my minor child.

Signature of Parent or Guardian Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Child \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_