



**WAIVER OF LIABILITY, EXPRESS ASSUMPTION OF RISK AND HOLD HARMLESS AGREEMENT**

**PLEASE READ, INITIAL AND SIGN**

**TODAY'S DATE:** \_\_\_\_\_

**SEASON PASS PRIVILEGES:** I understand that my 2022/2023 of Lookout Associate, LLC, d/b/a Lookout Pass Ski & Recreation Area ("Lookout") Season Pass must be worn visibly at all times when skiing, snowboarding, cross country skiing and/or snow sliding activity. Lookout makes no guarantees with respect to the duration of the season. Lookout, at its sole discretion, will determine the length of the season based upon snow conditions and other variables. Lookout is not responsible for this Season Pass if it is lost or stolen and a \$50 fee will be charged to replace the pass. Usage of a Season Pass is granted only to the individual to whom it is issued. Any fraudulent use of the Season Pass will result in prosecution to the fullest extent of the law. Conducting any kind of business on Lookout property without written consent from an authorized representative of Lookout is not permitted (i.e., ski instructing, retailing, peddling goods and/or services) and any person(s) caught conducting acts of this kind or of similar nature will be prosecuted. The Season Pass is property of Lookout and may be confiscated, revoked, or suspended at the discretion of an authorized Lookout employee at any time for failure to adhere to any of the rules listed above and/or the Skier Responsibility Code, or for exhibiting unsafe skiing / riding practices, endangering oneself or others, causing a nuisance / disturbance to the public, and/or for any misconduct of Lookout property, facilities and/or staff.

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**RELEASE, ASSUMPTION OF RISK & HOLD HARMLESS:** The person who purchases and/or uses a Season Pass for the purpose of utilizing any of Lookout's ski area shall be referred to hereinafter as "Participant." The "Undersigned" means only the Participant when the Participant is age 18 or older OR it means both the Participant and the Participant's parent or legal guardian when the Participant is under the age of 18. Undersigned hereby acknowledges that he/she has received valid consideration in exchange for agreeing to the terms set forth in this Agreement. The Undersigned agrees and understands that skiing, snowboarding, cross country skiing, a snow sliding activity and/or using Lookout's ski area, including the ski lifts, for any purpose (the "Activity") can be hazardous and involves the RISK OF PHYSICAL INJURY OR DEATH, and such risk is inherent and cannot be reasonably avoided without changing the nature of the Activity. Undersigned further acknowledges that he/she has read this Agreement, and **EXPRESSLY ASSUMES ALL RISKS** of the Activity, inherent or otherwise. Further, the Participant recognizes that he/she has certain duties and/or responsibilities which are set forth in the Idaho's Ski Liability Act, Title 6, Chapter 11 of the Idaho Code. In consideration of allowing the Participant to use Lookout's ski area, the Undersigned agrees to **RELEASE** Lookout from any and all liability and/or claims for property damage, injury or death arising from the Participant's participation in the Activity, including those claims based on Lookout's alleged or actual NEGLIGENCE. Further, Undersigned agrees to **WAIVE** his/her right to file a lawsuit against Lookout for **any existing or future claims**. Additionally, Undersigned agrees to **DEFEND and INDEMNIFY** Lookout from all claims for property damage, injury or death arising out of Participant's participation in the Activity, which (1) he/she may suffer or for which (2) he/she may be liable to others or for (3) Participant's conduct that may contribute to a claim being asserted against Lookout. Finally, in consideration for allowing the Participant to use Lookout's ski area, the Undersigned agrees to **RELEASE** Lookout from any and all liability and/or claims stemming from the use of the Participant's image while using Lookout's ski area.

In consideration for allowing Participant to participate in the Activity, the Undersigned agrees that any and all claims for injury and/or death arising from the Participant's participation in the Activity shall be GOVERNED BY IDAHO LAW and EXCLUSIVE JURISDICTION of any claim shall be in the STATE DISTRICT COURT residing in the county where the alleged incident occurred or in the FEDERAL COURT FOR THE STATE OF IDAHO.

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**MEDICAL CARE:** I understand that Lookout may furnish first aid care, including but not limited to: transportation for me and/or an injured minor child to a facility where defined medical care can be provided at no expense to Lookout. I understand that the furnishing of medical care is in no way an admission or an assumption of liability on the part of Lookout, its officers, agents or employees.

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**As a season pass holder, I/we understand that a Lookout Season Pass is a privilege that may be revoked or suspended at any time due to inappropriate behavior. I AND/OR MY MINOR(S) ACKNOWLEDGE THAT WE HAVE READ, UNDERSTAND AND WILL ABIDE BY ALL LOOKOUT'S POLICIES/RULES GOVERNING THE USE OF OUR SEASON PASSES AND USE OF LOOKOUT'S FACILITIES. A PARENT OR GUARDIAN OF A MINOR CHILD MUST INITIAL & SIGN. IF A PARENT OR GUARDIAN IS SIGNING ON BEHALF OF A MINOR, THE PARENT OR GUARDIAN AGREES TO DEFEND/INDEMNIFY LOOKOUT IN THE EVENT THE AUTHORITY TO BIND THE MINOR IS CHALLENGED.**

(1) Sign \_\_\_\_\_ (1) Print \_\_\_\_\_ /\_\_\_\_\_/\_\_\_\_\_  
pass holder signature (18+yrs) or parent/guardian for minor pass holder name pass holder birthdate

