

2019-20 SEASON PASS AGREEMENT & Liability Release

The person who purchases a season pass/guardian of minor child and/or uses any area of Lookout Pass Ski & Recreation Area (Lookout Pass Associates, LLC) shall be referred to hereinafter as **“Participant.”**

The Participant/Guardian/Family members named on this application agrees and understands that skiing, snowboarding and/or using Lookout Pass, 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. In purchasing this season pass, the Participant acknowledges that he/she has read this Agreement, and EXPRESSLY ASSUMES THE RISK of the Activity, inherent or otherwise. Further, the Participant recognizes that he/she has certain duties and/or responsibilities which are set forth in Idaho’s Ski Liability Act, Title 6, Chapter 11 of the Idaho Code, and the Participant is responsible for knowing the range of his/her ability to negotiate any slope, trail or freestyle terrain and to maintain reasonable control of speed and course at all times. In consideration of allowing the Participant to use Lookout Pass, the Participant agrees to RELEASE Lookout Pass from any and all liability and/or claims for injury or death to persons or damage to property arising from the Participant’s participation in the Activity, including those claims based on Lookout Pass’s alleged or actual NEGLIGENCE. Participant agrees to DEFEND and INDEMNIFY and HOLD HARMLESS Lookout Pass Associates, LLC, dba Lookout Pass Ski & Recreation Area from all claims for property damage, injury or death which he /she may suffer, or for which he/she may be liable to others, or for Participant’s conduct that may contribute to a claim being asserted against Lookout Pass, arising out of Participant’s use of Lookout Pass. Governing law and venue shall be according to the laws of the State of Idaho and any action shall be interpreted in Idaho District Court, County of Shoshone, or U.S. District Court for the District of Idaho. Lookout Pass is not responsible for this season pass if it is lost or stolen and may revoke the season pass without refund at any time for misconduct or nuisance.

The purchasing Participant/ Guardian or user of this pass shall abide by “Your Responsibility Code”

I agree that there is no guarantee for the number of days of operation, amount of grooming, or any other expectations that I may have. Skiing conditions will vary and weather is unpredictable. I understand that jumping from the chairlift at any time is very dangerous and can result in death for myself or other chairlift users, and is prohibited. Lookout Associates, LLC, dba Lookout Pass Ski & Recreation Area has the right to revoke or not honor this pass for any safety violations, discourteous, hazardous behavior or any other actions of the participant that are made to alter the intent or integrity of the Season Pass program.

I also understand that this pass is not transferable and not refundable. All season passes are your responsibility. Any season pass that is lost or stolen will require a \$50 replacement fee. A daily ticket will no longer be issued for forgotten passes. There will be a charge of \$10 for youth (ages 7-17) & \$20 for adults (ages 18 & up) (NO exceptions).

The Replacement fee or Forgotten Pass fee will only be allowed once per year. Pass Holder Initial: _____ / _____

I grant to Lookout Pass Ski & Recreation Area [LPSA], its representatives and employees the right to take photographs of me, my family member and my property. I authorize them, its assigns & transferees to copyright, use and publish the same in print and/or electronically. I agree that Lookout Pass Ski & Recreation Area may use such photographs of me, or my family member with or without names & for any lawful purpose, including such purposes as publicity, illustration, advertising, & Web content. I have read and understand the above: **Initial:** _____ / _____

IF A PARENT OR GUARDIAN IS SIGNING ON BEHALF OF A MINOR, THE PARENT OR GUARDIAN AGREES TO DEFEND/INDEMNIFY LPSA IN THE EVENT THE AUTHORITY TO BIND THE MINOR IS CHALLENGED.

I am 18 and older ()

Print Name: _____ Participants Signature: _____ Date: __/__/____

Print Name: _____ Participants Signature: _____ Date: __/__/____

Printed Names of Minor Children: _____ Age _____ I am under 18 years old ()
_____ Age _____ I am under 18 years old ()
_____ Age _____ I am under 18 years old ()
_____ Age _____ I am under 18 years old ()

Parent/Legal Guardian Printed Name: _____

Signature _____ Date __/__/____