

Thank you for purchasing a season pass for the 2016-2017 ski season.

We greatly appreciate your commitment to Lookout Pass Ski & Recreation Area. If you are a first time season pass holder, welcome. If you are a returning pass holder, we are looking forward to seeing you on the slopes and skiing/boarding with you again.

The person who purchases a season pass/ guardian of minor child and/or uses any area of Lookout Pass Ski Area (“Lookout Pass”) 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 Lookout Pass 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, or hazardous behavior.

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 \$35 replacement fee. A daily ticket will no longer be issued for forgotten passes, there will be a charge of \$10 for students (7-17) & \$20.00 for adults (18 and above) (no exceptions)

Printed Name Participant: _____

(Including parent or guardian)

Printed Name of Participating Minors: _____

Signature of Participant: _____

(Including parent or guardian)