

## 360/SUMMER FLEX PASS TERMS AND CONDITIONS

*As a condition of holding this Pass, and in return for being permitted to use the facilities at Gunstock Mountain Resort (Gunstock), I understand and agree to the following Terms and Conditions for a season pass.*

- 1. My 360 or Summer Flex Pass is valid for the 2019 summer season and/or my 360 Flex Pass is valid for the 2019/2020 winter season, as long as the lifts and attractions are in operation, but I understand that Gunstock does not guarantee any amount of days in the season and I am not entitled to any refund or credits due to wind, rain, snow, or weather conditions. I understand that Gunstock reserves the right to restrict use of my Flex Pass for any reason or to close its adventure park or resort lodges for any special function.*
- 2. An individual's age as of 6/30/19 for Summer Flex Pass purchases and 12/31/2019 for 360 Flex Pass purchases will determine eligibility for Flex Pass categories. Gunstock reserves the right to require proof of age for all Flex Pass categories.*
- 3. I must have my Flex Pass with me during the operating season to be entitled to 50% off rack rate access to the Adventure Park and/or lifts to ski/snowboard at the resort. If I forget or lose my Flex Pass I will purchase a replacement for \$5.*
- 4. My Flex Pass is the property of Gunstock and is non-transferable, non-assignable, non-refundable, and I will not let any other person use my Flex Pass or its privileges. If I do, Gunstock will revoke and terminate the Flex Pass without refund. I understand that any misuse and/ or transfer of a Flex Pass may be criminally prosecuted under RSA 637:8. Transfer/alteration or other misuse of Flex Pass will result in confiscation and criminal prosecution.*
- 5. If Gunstock management determines my behavior, while on or using Gunstock's premises, is not in accordance with the National Ski Area Association Responsibility Code or is considered misconduct during summer and/or winter seasons, management may revoke my Flex Pass without refund or credit, at its sole discretion.*
- 6. No refunds are issued for Flex Passes for any reason.*
- 7. Passholder authorizes Gunstock to use any images (still or moving) of Flex Pass holder for marketing purposes without compensation.*
- 8. I agree that Gunstock has no liability for lost or stolen equipment or personal property while on the premises. I take full responsibility for securing my equipment or personal property when not in use.*
- 9. 360 Flex Pass holders agree to read the National Ski Area Association Responsibility Code and Park Smart language provided within, and to follow it whenever I ski/snowboard at Gunstock.*

## *Your Responsibility Code*

- *Always stay in control.*
- *People ahead of you have the right away.*
- *Stop in a safe place for you and others.*
- *Whenever starting downhill or merging, look uphill and yield.*
- *Use devices to help prevent runaway equipment.*
- *Observe signs and warnings, and keep off closed trails.*
- *Know how to use the lifts safely.*

## *Park Smart*

- *Start Small – Work your way up. Build your skills.*
- *Make a Plan – Every feature. Every Time.*
- *Always Look – Before you drop.*
- *Respect – The features and other users.*
- *Take it Easy – Know your limits. Land on your feet.*

*10. Gunstock 360 and Summer Pass holders are entitled to unlimited use of the Adventure Park during normal operating hours subject to attraction requirements and restrictions, and excluding special events. Zip Tours (excluding Moonlight Zip Tours) and Segway Tours are available on a first come first serve basis day of or may be reserved ahead of time with a \$50 deposit that will be refunded at check-in at the time of your reserved tour. If you cancel your tour greater than 48hrs before your reserved date and time you will be entitled to a refund. If you cancel your tour less than 48hrs before your reserved date and time you will be given a credit onto a gift card. If you fail to call or show for your scheduled tour no refund will be issued. Your reservation is not considered cancelled until you have verification from a Gunstock Mountain Adventure Park Associate.*

*11. I understand the Adventure Park has height, weight, and age restrictions and in order to participate I must meet the requirements. I understand that closed toe and closed heel shoes are required on most attractions.*

*I HAVE RECEIVED AND CAREFULLY READ, UNDERSTAND, AND VOLUNTARIALY AGREE TO THESE TERMS AND CONDITIONS.*

*If participant is under 18 years of age: As a parent/guardian/authorized signer of the minor participant named below, I acknowledge and agree that I have read the foregoing terms and conditions and that by signing this on behalf of the minor, the minor and I agree to be bound by its terms.*