



2018-2019 WINTER PRIME SEASON 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. This pass is valid for the 2018/2019 winter season, as long as the lifts or trails are in operation, but I understand that Gunstock does not guarantee snow conditions or amount of skiable and/or rideable days in the season and I am not entitled to any refund or credits due to snow, wind, or weather conditions. I understand that Gunstock reserves the right to restrict use of my pass for any reason or to close its ski area for any special function.
2. An individual's age as of 12/31/2018 will determine eligibility for pass categories. Birth certificates are required for Buckaroo passes. Gunstock reserves the right to require proof of age for all pass categories.
3. Winter Midweek Pass holders: Winter Midweek passes are valid Monday through Friday, excluding the following holiday and vacation blackout periods: 12/24/18-1/1/19, 1/21/19, and 2/18/19-2/22/19. I understand that during these season pass blackout periods or any weekend I have the ability to use my pass as a Flex pass that allows me to purchase all day or night session lift tickets at 50% off the window rate.
4. I must have my pass with me to be entitled to gain access to the lifts to ski/snowboard at the resort or to redeem pass holder benefits. If I forget or lose my pass I will purchase a replacement for \$5.
5. My pass is the property of Gunstock and is non-transferable, non-assignable, non-refundable, and I will not let any other person use my pass or its privileges. If I do, Gunstock will revoke and terminate the pass without refund. I understand that any misuse and/ or transfer of a season pass may be criminally prosecuted under RSA 637:8 Transfer/alteration or other misuse of pass will result in confiscation and criminal prosecution.
6. 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, management may revoke my pass without refund or credit, at its sole discretion.
7. In the event of an injury, issued passes may be eligible for a prorated credit onto a gift card. I must provide a note from a doctor's office on letterhead prior to gift card being issued. If a pass is not used a credit may be issued onto a gift card minus a \$25 processing fee prior to 3/31/19.
8. Pass_holder authorizes Gunstock to use any images (still or moving) of pass_holder for marketing purposes without compensation.
9. 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.

10. I agree to read the National Ski Area Association Responsibility Code and Smart Park (provided below) 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.

WINTER SEASON PASS LIABILITY RELEASE 2018-2019

As a condition of receiving or purchasing a Gunstock Mountain Resort Season's Pass, I, the pass holder, and, if applicable, my parent or guardian, agree to the following conditions of use and release of liability:

1. **WARNING:** All forms of skiing, snowboarding, recreational activities and the use of aerial and surface lifts are hazardous. Falls and injuries are a common occurrence. Recreational users of the ski area must use deliberate and conscious control and proper equipment, both on the ground and in the air, in relation to ever changing variables and dangers. Safety is directly affected by personal judgment in the severe elements of mountain forest terrain. Ski and/or ride within your own ability. Be alert to continually changing weather, visibility and surface conditions and other inherent risks, including but not limited to: existing and changing surface or sub-surface snow and ice conditions, dirt, grass, bare spots, forest growth, trees, rocks, stumps, and other natural objects and collisions with or falls resulting from such natural objects; lift towers and components thereof, lights, signs, posts, fences, mazes or enclosures, hydrants, water or air pipes (all the foregoing whether above or below the snow surface), snowmaking and snow grooming equipment, marked or lighted trail maintenance vehicles and snowmobiles, other man-made structures or objects and their components, and collisions with or falls resulting from such man-made objects; variations in steepness or terrain, whether natural or as a result of slope design; encounters with other resort activities including but not limited to: zip lines, snowshoeing, sleigh rides; snowmaking and snow grooming operations, including but not limited to jumps, roads and catwalks or other man-made and natural terrain modifications and features including freestyle terrain, elements and half-pipes; the presence of and collisions with other skiers and riders and the failure of others to ski and ride safely; in control or within their own ability. All of the above mentioned conditions may be present anywhere on Gunstock Mountain Resort property.
2. I hereby agree not to bring a claim against or sue, and **AGREE TO RELEASE GUNSTOCK AREA COMMISSION D/B/A GUNSTOCK MOUNTAIN RESORT**, Belknap County, its employees, owners, affiliates, agents, landowners, officers, directors, and their successors in interest, and race teams, together with each of their officers, managers, and coaches (**collectively "RELEASES"**), **from all liability for injury, death, property loss and damage that results from**

participation in any recreational activities at Gunstock Mountain Resort whether such claim is based on liability that results from the alleged NEGLIGENCE OF RELEASEES, breach of warranty, product defect, the conduct of any other person or any other cause.

3. I further agree to DEFEND, INDEMNIFY and HOLD HARMLESS RELEASEES for any loss or damage arising from claims or lawsuits related in any way to my, or my child's participation in any activities on RELEASEES' premises. I understand that permission to use RELEASEES' premises, and my, or my child's involvement in any recreational activity is being given in exchange for the execution of this Release of Liability.
4. I agree that the applicable laws of the State of New Hampshire govern this agreement. I further agree that any action relating to or arising out of this agreement must be prosecuted in the state or federal courts of New Hampshire. This document is a legally binding contract that supersedes any other agreements or representations by or between the parties. It shall be interpreted to provide as broad and inclusive a release of liability as is legally possible, but it is not intended to assert any claims or defenses, which are prohibited by law. If any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect.
5. I authorize Releasees to administer first aid as they deem necessary. I authorize transportation to a medical facility, at my expense, if deemed necessary by Releasees. Further, in the case of serious illness or injury, if I cannot be reached, I give permission for treatment, including medical and/or surgical necessary for the well-being of myself or my child, at my expense. I agree that upon transporting myself, or my child, to any medical facility, that the Releasees shall have no further responsibility. I understand that Releasees will, to the best of their ability; attempt to notify me as soon as possible in the event of an emergency.
6. I hereby grant exclusive permission to Releasees and their respective agents, clients and assigns to use my or my child/children's name and image(s) for the purpose of publicity, public relations, editorial, or other advertising purposes without restriction as to frequency or duration.
7. I agree a) to have my season pass on my person independent from any interference so it is detectable at any lift access gate; b) to present the season's pass to any authorized representative of the Gunstock staff upon request; c) to read and obey the guidelines issued under "Your Responsibility Code" and "Smart Style" as found on Gunstock's: trail map, signage, handouts, and on display throughout Gunstock Mountain Resort.
8. I understand that any conduct which in Gunstock's opinion violates the terms of RSA 225-A:24, the NSAA's "Your Responsibility Code", "Smart Style", or which in Gunstock's opinion qualifies as misconduct or nuisance on the premises, may result in revocation of this pass without refund.
9. I understand that this season pass may not be used by anyone but the pass holder and that it is NOT TRANSFERABLE. I also understand that this pass may not be physically altered in any manner. Any misuse of this pass may cause revocation without refund and employment termination, if applicable. Restitution will be demanded, and I will be subject to prosecution in accordance with the State of New Hampshire criminal statute RSA 637:8 ("Theft of Services").
10. If my pass is lost or stolen, I understand that I must report it immediately to Gunstock and pay a \$5 replacement fee prior to receiving a replacement pass.

I HAVE CAREFULLY READ, UNDERSTAND, AND VOLUNTARIALY AGREE TO THIS LIABILITY RELEASE. Initials: _____

I AM AWARE THAT THE LIABILITY RELEASE LIMITS MY LEGAL RIGHTS AND I SIGN IT OF MY OWN FREE WILL. I HAVE RECEIVED AND REVIEWED THE SEASON PASS TERMS AND CONDITIONS.

Type Pass Holder Name:

Signature:

Date:

DOB:

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 Liability Release and that by signing this release on behalf of the minor, the minor and I agree to be bound by its terms.

If under 18, Parent/guardian/authorized signer Signature: