



### **2017/2018 & 2018/2019 GUNSTOCK 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 remainder of the 2017/2018 winter season and the entirety of the 2018 summer and 2018/2019 winter seasons, as long as the lifts or trails and attractions are in operation, but I understand that Gunstock does not guarantee snow conditions, amount of skiable and/or rideable days, or adventure park days in the season and I am not entitled to any refund or credits due to snow, wind, rain, 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 or adventure park 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. Midweek Pass holders: 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 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 during winter and/or summer seasons, 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 the end of the current season.
8. Passholder authorizes Gunstock to use any images (still or moving) of passholder 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 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.
11. **Gunstock 360** 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 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.
  12. 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. As a **Gunstock 360** pass holder or other patron of the Adventure Park, I agree that my access to any attraction is subject to my meeting the specific restrictions for each attraction.