

## WINTER 2021-2022 SEASON PASS TERMS AND CONDITIONS

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

1. This pass is valid for the 2021/2022 winter season, as long as the lifts or trails are in operation, but I understand that Gunstock does not guarantee any number of days in the season and I am not entitled to any refund or credits due to wind, rain, and other weather conditions, or health safety related issues. I understand that Gunstock reserves the right to restrict use of my pass for any reason.
2. An individual's age as of 12/31/2021 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: 12/25/21-1/2/22, 1/17/22, and 2/21/22-2/25/22. I understand that during the Midweek season pass blackout periods or any weekend I am not permitted access to the lifts without a valid lift ticket.
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 pass 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 facilities and/or premises, is not in accordance with the National Ski Areas Association (NSAA) Responsibility Code or is considered misconduct, management may revoke my pass without refund or credit, at its sole discretion.
7. If I enroll in the Gunstock Season Pass Payment Plan, I agree and authorize Gunstock to charge my credit card in connection with the purchase of my season pass. At the time of enrollment, I will be charged a deposit of \$99 for Adult and \$49 for Youth/Senior Winter Prime passes or \$49 for all Midweek passes. I understand the balance will be charged in four (4) equal monthly payments. The payments will be debited on or after the 1<sup>st</sup> day of each month commencing in June 2021. The final payment will be charged on or after September 1, 2021. It is my responsibility to update my account with any changes to my credit card information. Failure to report changes to my credit card information may result in suspension and/or cancellation of my purchase agreement. I will not be entitled to my pass, or the benefits provided under the season pass, until the season pass is paid in full.
8. 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 \$29 processing fee prior to 3/31/22. Season passes are non-refundable.
9. Pass-holder authorizes Gunstock to use any images (video or print) of pass-holder for commercial purposes or otherwise, without compensation and without restriction as to frequency, duration or medium.
10. 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.

11. I agree to read the NSAA Responsibility Code and Park Smart (below) and to comply with them whenever I ski/snowboard at Gunstock.

#### Your Responsibility Code

- Always stay in control.
- People ahead of you have the right of way.
- 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 2021-2022

ACKNOWLEDGMENT OF RISKS AND HAZARDS, RELEASE OF LIABILITY AND AGREEMENT NOT TO SUE

**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; 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/competition teams, together with each of their officers, managers, and coaches (collectively "RELEASEES"), 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. Communicable Diseases: In consideration of being allowed to participate in skiing, snowboarding, and/or other related activities, the participant acknowledges, agrees, accepts, and assumes all risks of possible exposure to and illness from infectious diseases, including but not limited to COVID-19, and assumes full responsibility for such participation and understands and agrees that notwithstanding all measures that may be taken by RELEASEES that may reduce the risk of transmission, the risk of serious illness and death does exist.
5. 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 and that no claims against the RELEASEES shall be brought in any other jurisdiction. 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.
6. 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.
7. I hereby grant exclusive permission to Releasees and their respective agents, clients and assigns to use my or my child/children's name and/or image(s) for the purpose of publicity, public relations, editorial, or other commercial purposes without compensation and without restriction as to frequency, duration or medium.
8. 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 "Park Smart" as found on Gunstock's: trail map, signage, handouts, and on display throughout Gunstock Mountain Resort.
9. I understand that any conduct which in Gunstock's opinion violates the terms of RSA 225-A:24, Responsibilities of Skiers and Passengers, the NSAA's "Your Responsibility Code", "Park Smart", or which in Gunstock's opinion qualifies as misconduct or nuisance on the premises, may result in revocation of this pass without refund.
10. 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").
11. 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 THE ABOVE PARAGRAPHS AND FULLY UNDERSTAND, AND VOLUNTARILY AGREE TO THEM. I UNDERSTAND THIS IS A RELEASE OF LIABILITY WHICH WILL LEGALLY PREVENT ME OR ANY OTHER PERSON FROM FILING SUIT OR MAKING ANY OTHER CLAIMS FOR DAMAGES IN THE EVENT OF PERSONAL INJURY, DEATH OR PROPERTY DAMAGE. I FREELY AND VOLUNTARILY ENTER INTO THIS AGREEMENT. I HAVE MADE NO MISREPRESENTATIONS TO RELEASEES REGARDING MY NAME, AGE OR ANY OTHER INFORMATION ON THIS FORM. I INTEND THIS DOCUMENT TO BE INTERPRETED AS BROADLY AS PERMISSABLE BY NEW HAMPSHIRE LAW AND UNDERSTAND THAT IT IS NOT INTENDED TO ASSERT ANY CLAIMS OR DEFENSES PROHIBITED BY LAW.