

## WINTER 2022-2023 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 2022/2023 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 I am not guaranteed any number of lifts running on any given day due to weather or mechanical related closures. I understand that Gunstock reserves the right to restrict use of my pass for any reason.
2. An individual's age as of 12/31/2022 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. I understand I must sign an **ACKNOWLEDGMENT OF RISKS AND HAZARDS, RELEASE OF LIABILITY AND AGREEMENT NOT TO SUE** each season before being granted access to any lift.
4. I understand I must have a clear headshot photo on file free of sunglasses, masks, or other objects blocking a clear shot of my entire face. I understand without a photo on file, I will not be granted access to any lift. I understand children must have an updated photo each year until the age of 23 at which time it should be updated a minimum of every five years. I understand it is my responsibility to update this photo, when necessary, at the Ticket Office prior to accessing the lifts at the beginning of the season.
5. Winter Midweek Pass-holders: Winter Midweek passes are valid Monday through Friday, excluding the following holiday and vacation blackout periods: 12/26/22-1/1/23, 1/16/23, and 2/20/23-2/24/23. 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. I understand that having a Midweek season pass does not guarantee the purchase of a lift ticket during blackout dates when Gunstock has "Sold Out" days or nights. I understand I must secure a lift ticket ahead of time.
6. I understand 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.
7. 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.
8. 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.
9. 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 2022. The final payment will be charged on or after September 1, 2022. 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.

10. In the event of an injury, issued passes may be eligible for a prorated credit onto a gift card or Mountain Money. I must provide a note from a doctor's office on letterhead prior to gift card or Mountain Money being issued. If a pass is not used, a credit may be issued onto a gift card or Mountain Money minus a \$29 processing fee prior to 3/31/23. No credit will be issued beyond 3/31/23. Season passes are non-refundable.
11. 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.
12. 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.
13. 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.