

2011-2012 Season pass order form

Passholders' Names	Birth Date	Product	Pass Protection	Total Cost

Mailing Address - Street	City, St	Zip	Subtotal
			Tax 6%
Home Telephone #	Home E-mail		Total

Name of Emergency Contact/Relationship	Phone

By purchasing and/or using this Season Pass, and/or any area or facility of Bolton Valley, I the Passholder agree as follo

TERMS & CONDITIONS

- Season Passes are non-refundable, and no rollovers to the following season will be allowed. No refund will be made in the event the passholder is unable, for any reason, to use the Season Pass during the 2011-2012 season; or if the resort has limited operations or closure at anytime during the season.
- Use of the Season Pass by anyone other than the person to whom the Pass is issued, or of a Pass reported "LOST" may result in confiscation of Pass and revocation of privileges at Bolton Valley and/or prosecution for theft.
- Passholder agrees to carry and voluntarily display the pass at all times when using lift facilities.
- All sales are final. A Pass is non-refundable and non-transferable to any other person for any reason.
- Loss of a Pass must be reported immediately to Bolton Valley Guest Services. A Pass will be replaced for a fee of \$50.00. The original Pass will be deactivated/made invalid. No person may hold more than one Pass. With the purchase of "Pass Protection", the replacement fee of \$50.00 will be waived (1 time only).
- A Pass may be confiscated and/or privileges revoked for actions which violate the law, area and/or lift rules and regulations, resort rules and regulations (written or unwritten), or actions that may endanger the Passholder and others. I the Passholder, agree to follow the NSAA, NSP, & PSIA endorsed "Your Responsibility Code", and Resort rules & policies.
- De-facing the Pass with stickers, tearing, cutting, or any other means of changing its condition or making it illegible will render the Pass invalid. A de-faced Pass must be replaced for a fee of \$50.00 per Pass to retain skiing/riding privileges.
- Bolton Valley Passholders must purchase a regular lift ticket at the rate of \$30.00 when Pass is forgotten. With the purchase of "Pass Protection", a Passholder will receive one complimentary day lift ticket.
- Any attempt to gain access to Bolton Valley lifts (by a Passholder/Ticket holder) by any fraudulent means will be subject to an imposed fine, Pass/Ticket confiscation, Pass privileges revoked, and subject to prosecution under the State of Vermont theft of services laws at the discretion of Bolton Valley.
- Pass Protection - Individual benefits entitle passholder to one complimentary lift ticket when pass is forgotten, and, one complimentary pass reprint if pass is lost.

Purchaser's Signature

Date

**BOLTON VALLEY ASSUMPTION AND ACCEPTANCE OF RISK, RELEASE AND INDEMNITY AGREEMENT,
And FORM SELECTION AGREEMENT**

I, _____, understand and accept that snowboarding, alpine, Nordic and freestyle skiing and racing, and such other recreational activities as Bolton Valley may offer throughout the year are recreational activities that are hazardous with many inherent risks resulting in serious personal injury, death or property damage and that there are natural, mechanical, and, environmental conditions and risks, which independently or in combination with such recreational activities may cause property damage, or physical injury, including severe or even fatal injuries to me or others, I freely and willing accept, and voluntarily **ASSUME** responsibility for such risks.

-I agree that the phrase "inherent risks" means those risks, which are listed in this agreement, or those risks than can be reasonably inferred there from. I also agree that these risks are both obvious and necessary to the pursuit of these recreational activities. I agree that these inherent risks include but are not limited to changing weather conditions; surface and/or sub-surface conditions as they may from time to time exist and may change or be affected by weather, participant usage, which may or may not be visible, and whether such conditions are surface or sub-surface or consist of ice, hard pack, powder, packed powder, wind pack, corn, crust, slush, cut up snow, loose gravel, standing/flowing water, and/or machine made or machine enhanced snow or rocks, bare ground or earth; other conditions including bare spots, rocks, forest growth and debris, stumps and trees, stream beds and other natural objects and/or collisions with such objects; collisions with lift towers, signs, posts, fences, or other enclosures, water and/or air pipes or other man-made structures, and/or their components such as hydrants and moveable equipment used in snowmaking or for any other necessary purposes; collisions with well-marked or plainly visible snowmobiles, snow grooming, and/or other on-property vehicles and/or equipment; variations in steepness of terrain including but not limited to roads and/or other terrain modifications or variations in terrain may occur naturally or as the result of slope design, this includes terrain parks and terrain park features, weather changes, snowmaking and/or snow grooming operations, or participant usage.

-I agree that I am alone responsible for: (a) my safety while participating in any and all such recreational activities while on Bolton Valley premises or when otherwise engaging in the use or enjoyment of said premises or while going to or from said premises; and (b) providing, utilizing and maintaining the equipment necessary for the safe enjoyment of my participation in such activities. In consideration for Bolton Valley's permission to engage in any such activity, I hereby **RELEASE** and **HOLD HARMLESS** the owners and operators of the Bolton Valley, including Mountain Operations and Development LLC. Redstone, and Bolton Valley and their agents, representatives, officers, directors and employees, promoters, sponsors, organizers or clubs, in advance, to the fullest extent allowed by law, from any and all liability whether foreseeable or unforeseeable resulting from my participation in any such activity, including any such claims regarding the design or condition of any equipment utilized by me in such pursuits without regard to whether such equipment is specified or recommended by such persons or entities identified herein.

-I further agree to forever **HOLD HARMLESS** and **INDEMNIFY** all person and entities identified above, generally and specifically from any and all liability for death, personal injury or property damage, resulting in any way from the aforementioned activities and uses or enjoyment.

-I further agree that my privileges may be revoked by any representative or employee of the aforementioned persons and entities without refund at any time for misconduct, misuse, or nuisance.

-I understand that it is my or my parent or guardian's sole and exclusive responsibility to provide valid and sufficient medical and accident insurance to cover medical or other injury or illness costs that may result from the aforementioned uses and enjoyment. I release all persons and entities identified above from providing this coverage for me.

-I agree that I will accept and abide by the rules and regulations of the owners and operators of the Bolton Valley and any other rules or regulations imposed by the promoters, sponsors and organizers of any particular activity.

-This contract may also be plead as an affirmative defense to any claim that I may make as a result of any damage, injury, and/or death which I may sustain as a result in my participation in recreational/sport activities and caused in whole or in part by one or more inherent risks of recreational/sports activities. I further agree that this contract is binding on myself, my heirs and assigns. To the extent that I am signing this document on behalf of any minor I represent and guarantee that I have full authority to do so realizing the full binding effect of this contract on them as well as on myself and further agree to indemnify and hold harmless, the owners and operators of the Bolton Valley, including Mountain Operations and Development LLC. Redstone, and Bolton Valley and their agents, representatives, officers, directors and employees, for any claims brought on behalf of the minor relating to any damages, injuries, and/or death sustained by the minor.

-I also give permission to Bolton Valley to (a) photograph/video me, use, re-use, publish and republish the same in whole or in part, individually or in conjunction with other photographs, or any medium and for any purpose whatsoever, including (but not by way of limitation) illustration, promotion, and advertising and trade, and (b) use my name in conjunction therewith if it so chooses. I hereby release and discharge Bolton Valley from any and all claims and demands arising out of or in connection with the use of the photographs, including any and all claims for libel. This authorization and release shall also transfer to the benefit of the legal representatives, licensees, and assigns of Bolton Valley.

I further agree that any dispute arising under this contract and/or from any use by me of any of the premises or facilities at Bolton Valley shall be litigated exclusively in the Superior Court of Chittenden County, Vermont, or the U.S. District Court for the District of Vermont.

-I acknowledge that I have read, agree with, and understand the terms of this "Assumption and Acceptance of Risk, Release and Indemnity Agreement", and that I am signing it freely and of my own will.

Date: _____ Signature: _____

PARENT/GUARDIAN: By signing this Acknowledgment of Risk Release and Indemnification as Parent/Guardian, I authorize and consent to my ward or child's participation in the above-described activities and acknowledge that I understand that any and all risk whether known or unknown, is expressly assumed by me, and all my claims whether known or unknown are expressly released in advance pursuant to the terms hereof. I agree to indemnify all persons and entities identified above, generally and specifically, from any and all liability for death, personal injury or property damage, resulting in any way from my child or ward's participation in any activities noted above. Further, I agree to authorize Bolton Valley and its representatives and assigns to photograph and use the image of my child or ward as per the conditions above.

Date: _____ Signature: _____

Signature of Guardian if participant is under 18 years old

PASS PROTECTION:

I understand that Pass Protection is available for \$15 and allows me to get a complimentary lift ticket if I forget my pass (**limit one use only per season**) and a complimentary pass reprint if I lose my pass (**limit one use only per season**). Additional charges will apply for additional tickets or pass reprints over what is allocated above a replacement pass is \$50 and a day ticket is \$30. Use of a pass protection ticket by someone other than the passholder will result in loss of pass privileges.

I understand that if I do not purchase pass protection a replacement pass is \$50, and, a day ticket is \$30.

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