

**MOUNTAIN CREEK RESORT, INC. AND INTRAWEST U.S. HOLDINGS, INC.**  
**(HEREINAFTER MOUNTAIN CREEK)**  
**SEASON PASS CONTRACT, STUDENT SKI & RIDE VOUCHER PROGRAM, RULES AND CONDITIONS OF SALE**  
**RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**

The term "**MOUNTAIN CREEK**", as used below, includes its representatives, agents, officers, directors, servants and employees. The term "**MOUNTAIN CREEK'S NEGLIGENCE**", as used below, includes, but is not limited to any negligent, careless, or reckless, error, act or omission on the part of Mountain Creek, including but not limited to any failure to comply with the statutory duties and responsibilities contained in the New Jersey Ski Statute, N.J.S.A. 5:13-1 et seq. and the Ski Lift Safety Act, N.J.S.A. 34:4A-1 et seq.

These rules are defined for the safety, welfare and enjoyment of all persons purchasing and using Mountain Creek Season Passes and Student Ski & Ride Vouchers. The term "Pass" below, includes, but is not limited to the following: "Season Pass", "Pass", "Card", "Creek Card", "Employee ID", whether singular or plural and regardless of case. Mountain Creek will make every reasonable effort to enforce the following rules and regulations, but makes no representation or guarantee that it can or will be able to cite every violator.

**Mountain Creek in no way guarantees opening dates or closing dates and makes NO GUARANTEES as to partial or total operation due to weather or other conditions.** The mountain is closed to all activity from 10:00 pm to 9:00 am, unless otherwise posted.

As a Pass holder or Student Ski & Ride Voucher participant of/at Mountain Creek, I hereby agree to comply with the following regulations:

1. I acknowledge and agree to observe and be bound by the New Jersey Ski Statute N.J.S.A. 5:13-1 et seq. and Your Responsibility Code, as published on the Skier's Guide and/or Trail Map.

As part of this Agreement, I agree to report any injury to myself, or collision with another skier, a piece of equipment or a stationary object to Mountain Creek's Ski Patrol immediately. I understand that I should report the incident orally and in writing as soon as possible, but in no event later than 90 days from the time of the incident and that if I do not, I will be barred from bringing suit. I reserve the right, upon signing a Refusal of Care form, to refuse medical care from Mountain Creek Ski Patrol and assume all risks in doing so.

2. My Pass or Student Ski & Ride Voucher may be used only by myself. I understand that this Pass or Program Voucher is not transferable at any time and may be used only by the person named and shown on the face of the Pass or Voucher. Additionally, I understand that vouchers are not useable as lift tickets, and must be exchanged for such as appropriate. This Pass or Voucher, if found in the possession of any person except the owner, can be revoked without refund. In the event of Pass or Program renewal, I hereby agree to be held to terms and conditions of this release of liability and Indemnity agreement without additional review and/or signature of such document, furthermore that such agreement shall continue for each additional renewal of the Pass or Program.

3. I understand that reckless or careless skiing, dangerous behavior while riding the lifts or using ski area equipment, rowdiness, intoxication on the lifts or slopes, skiing on or in closed areas, theft or vandalism of ski area property, or refusal to comply with directives of the Ski Patrol, violates area rules, and can result in revocation of the Pass, Voucher, ticket, or participation in the Student Program. I understand that there will be zero tolerance for the use of foul or abusive language or behavior towards other customers or ski area employees. I understand that any such use of foul or abusive language or behavior can result in the revocation of the Pass, Voucher, or ticket. I understand that while skiing, I must have this Pass or ticket with me at all times, and that I must show it to any lift attendant or other employee on request. I understand that my Pass or ticket must be visible at all times when loading a lift. I understand that this Pass or ticket will serve as my identification card and will provide access to all lifts. It must be presented with each and every attempt to load any lift, without hesitation, and that any dishonesty in the use of this Pass can result in revocation of the Pass, without refund. I agree to surrender my Pass to any member of Mountain Creek management or Ski Patrol, if so requested. Failure to surrender my Pass as outlined above shall constitute grounds for permanent revocation of my Pass or ticket, without a refund.

4. **FULL RELEASE AND INDEMNITY AGREEMENT:** I understand and **EXPRESSLY AGREE** to the fact that skiing in its various forms is an inherently hazardous sport that has many dangers and risks. I realize that injuries are a common and ordinary occurrence of this sport. I, or if skier is a minor, I individually and on behalf of said minor, **EXPRESSLY AGREE**, as a condition of being allowed to purchase a Season Pass or participate in the Student Ski & Ride Voucher Program and to use the ski area facility and premises, that I freely accept and voluntarily assume **ALL RISKS** of personal injury or death or property damage, and **FULLY RELEASE** Mountain Creek **FROM ANY AND ALL LIABILITY** for personal injury, death, or property damage arising out of or resulting from my participation in this sport, **MOUNTAIN CREEK'S NEGLIGENCE**, conditions on or about the premises and facilities or the operations of the ski area including, but not limited to, grooming, snow making, ski lift operations while loading or unloading, actions or omissions of employees or agents of the area or other skiers, or my participation in skiing or other activities at the area whether or not **MOUNTAIN CREEK'S NEGLIGENCE** contributed thereto in whole or in part, **ACCEPTING MYSELF THE FULL RESPONSIBILITY** for **ANY AND ALL** such damage, injury, or death which may result. To the fullest extent permitted by law, I also agree to **DEFEND, INDEMNIFY AND HOLD HARMLESS** Mountain Creek from any and all claims, suits, costs and expenses including attorneys' fees for personal injury, death or property damage against it by me or third parties arising or allegedly arising out of or resulting from my conduct while utilizing Mountain Creek's facilities whether or not **MOUNTAIN CREEK'S NEGLIGENCE** contributed thereto in whole or in part. If skier is a **MINOR**, in exchange for Mountain Creek making skiing facilities available, the undersigned pass/voucher holder/participant and/or parent/guardian, to the fullest extent permitted by law, **AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS** Mountain Creek from any and all claims, suits, costs and expenses including attorneys' fees for personal injury, death or property damage from and/or on behalf of said minor, even after the minor has attained majority, and/or claims from injured third parties arising or allegedly arising out of or resulting from said minor's conduct. The undersigned, passholder and/or parent/guardian, hereby expressly **AGREES TO INDEMNIFY** Mountain Creek for **MOUNTAIN CREEK'S NEGLIGENCE** (continued on next page)

, whether partial or sole, in connection with all of the indemnification obligations set forth in this agreement. In addition, the undersigned parent/guardian signing below represents to Mountain Creek that they have the authority to enter into this contract on behalf of said **MINOR** and on behalf of any other parent or guardian of said **MINOR**.

4a. **PHOTO AND VIDEO RELEASE:** I authorize Mountain Creek, to record and reproduce my name, image and/or performance for the use in company promotional materials including commercials, travel videos, brochures and any other related materials. Additionally, I agree that Mountain Creek shall have the right to distribute the promotional materials to any and all television, video outlets, publishers and/or printers in the universe, and the Mountain Creek shall be the sole owner of any/all such materials.

5. In exchange for, and in consideration of, Mountain Creek making this Pass or Program and the ski area available to me for participation in the sport of skiing, **I CONTRACTUALLY AGREE** that any and all disputes between myself and Mountain Creek arising from my use of this Pass or my participation in the sport of skiing, and including any claims for personal injury and/or death, will be **GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY** and the **EXCLUSIVE JURISDICTION** thereof will be in the state or federal courts of **THE STATE OF NEW JERSEY** and venue in the state court shall be in Sussex County.

6. I agree that the cost of the Pass or Program is **NON-REFUNDABLE**, that the Passes and Vouchers are **NOT TRANSFERRABLE**, that the pass remains the property of Mountain Creek and that the Pass or Voucher may be **REVOKED** temporarily or permanently if any of the provisions in this contract are violated by me or by the aforementioned **MINOR**.

7. **SKIER/RIDER/GUEST AND EMPLOYEE SAFETY AND MISUSE OF PASSES ARE OF SIGNIFICANT CONCERN TO MOUNTAIN CREEK.** As such, Mountain Creek has established the following guidelines for Skier/Rider/Guest and Employee safety and Pass misuse: 1) Whenever a Pass or ticket is confiscated and/or suspended for a Mountain Safety, Skier Responsibility Code, or any other violation deemed appropriate by Mountain Creek Management, the Pass holder will be charged an administrative fee of \$25.00. A confiscated/suspended Pass will not be returned until this fee has been paid and the confiscation/suspension period has passed. 2) Any Pass holder whose Pass is used by another individual may, depending on circumstances, be required to repurchase a Season Pass (at the Pass rate current at the time of the infraction) **OR** provide documentation of pending legal charges against the person caught using the Pass. Pass holders can best protect themselves from these circumstances by reporting a lost/stolen Pass to Guest Services as soon as possible.

I, the undersigned, **HAVE READ AND UNDERSTAND** the terms of the above **SEASON PASS CONTRACT, STUDENT SKI & RIDE VOUCHER, RULES AND CONDITIONS OF SALE** and the **FULL RELEASE FROM LIABILITY AND INDEMNITY AGREEMENT** which is an essential part of it. I am signing it freely and of my own accord, realizing **IT IS BINDING** upon myself, my heirs and assigns, and, in the event that I am signing it on behalf of any minors, that I have full authority to do so, realizing its **BINDING EFFECT** on them as well as myself and that **I WILL DEFEND AND INDEMNIFY** Mountain Creek from any claim from said minors as set forth above. As a condition of holding a Season Pass or Ski & Ride Program Voucher and being permitted to use any and all of the facilities of the ski area, **I FULLY RELEASE MOUNTAIN CREEK AND AGREE TO EXPRESSLY ASSUME ALL RISKS** of personal injury, death or loss or damage to any of my property, including those arising from **NEGLIGENCE**, including **MOUNTAIN CREEK'S NEGLIGENCE**, as set forth fully above. Renewal of the pass/voucher to which this agreement applies, constitutes full and unconditional continued acceptance and continuation of this agreement, release of liability, and indemnification, for so long as renewal of such pass is continued.

If any part of this agreement is deemed unenforceable, the remainder shall be an enforceable contract between the parties. **I AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT I AM RELEASING LEGAL RIGHTS BY SIGNING IT.**

**SKI RESORT OPERATIONAL INFORMATION**

Operating a ski resort in New Jersey requires the use of snowmobiles, grooming machines, and snowmaking equipment. Snowmobiles and grooming machines are necessary for the operation of the mountain, so be aware for these types of on-snow vehicles, as they can be encountered at any time on any trail. Look and listen for the headlights, warning lights, visible flags, back-up sirens and/or motor sounds associated with snowmobiles or grooming machines. **Contact with snowmobiles or grooming machines may result in serious injury or death.** Snowmaking equipment can be located off-trail, on the edges and sides of trails, and sometimes even in designated places on trail. Please maintain control of your speed, course, and direction and avoid contacting snowmaking equipment and off-trail areas. **Coming into contact with snowmaking equipment or skiing off-trail may result in serious injury or death.**

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PRINT NAME OF PASS HOLDER OR PARTICIPANT

\_\_\_\_\_  
SIGNATURE OF PASS HOLDER OR PARTICIPANT

\_\_\_\_\_  
PRINT NAME OF PARENT/GUARDIAN (IF MINOR)

\_\_\_\_\_  
SIGNATURE OF PARENT/GUARDIAN

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ADDRESS

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CITY

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Rev.8/07

**Intrawest respects your privacy. Any personal information we collect is used to develop products, services and offers, communicate with our customers and complete the transactions that ultimately deliver our products and services to you. Your personal information is not shared, without your express consent, with third parties for the purpose of marketing or selling their products or services. For more information, please go to [www.Intrawest.com](http://www.Intrawest.com).**