

## SEASON PASS TERMS AND CONDITIONS

Name \_\_\_\_\_

As a Season Pass Holder at Whitewater Ski Resort, I understand and hereby agree to the Season Pass Terms and Conditions of Carriage as follows:

1. All Season Pass sales are subject to the Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement (the "Release Agreement") on the reverse side. Please read the Release Agreement carefully. By signing the Release Agreement you will waive or give up certain legal rights, including the right to sue or claim compensation following an accident.
2. All persons are required to be familiar with and obey the Alpine Responsibility Code, all signs and other notices posted within the Ski Area facilities.
3. My Season Pass, once issued, may be suspended or revoked at the sole discretion of the Whitewater Management. **My season pass must be available for inspection at all times.** The privileges and services this pass grants may be revoked in the event of misconduct, unwillingness to have my pass available for inspection, entering into closed areas, including avalanche closures, unauthorized building of jumps or failure to observe the Alpine Responsibility Code. Whitewater has the right to refuse admission to any of its service facilities.
4. If I lose my season pass, I will receive one (1) complimentary season pass reprint. I will be required to pay \$25.00 to get any further season pass reprints. The first day I forget my pass, I will be issued one (1) non-transferable day ticket to ski that day. If I give this ticket to anyone, I will be subject to the same penalty laid out in point #5 below. For each day I forget my pass, after the first time, I will be required to pay \$10.00 to get another non-transferable day ticket printed.
5. **Season passes are not transferable. I am responsible for my pass. My season pass is solely for my own use. If someone else is caught using it I will be liable.** The first offence will result in a **two (2) week suspension** of my pass and the person using the pass will be required to pay the price of a full day ticket **plus a \$50 fine** and will be escorted off the mountain. Where the fine cannot be collected from the person using the pass, I, the pass holder, will be required to pay the \$50 and must do so before my pass will be reinstated. If I am caught a second time, I will lose all skiing privileges. Whitewater will report the fraudulent use to the R.C.M.P.
6. This pass is non-refundable unless I have purchased the Refund Option, and I qualify for a refund under the terms of the refund option policy. If I did not purchase the refund option with my season pass, I understand that I have waived my right for a refund or a rollover of my pass. I understand the refund option policy does not apply to snow conditions or any variables other than those listed in the refund option policy. I understand that the Refund Option is only available for me to purchase at the same time as my Season Pass.
7. If I become in need of a backcountry rescue by Whitewater Snow Safety, I will be invoiced for the rescue. I am aware that the resort strongly recommends that you have the knowledge and/or skills to go into the backcountry before heading out and use the avalanche information board, including the voluntary backcountry sign in/sign out sheet.
8. If I have rented a locker for the season, I understand **Whitewater Ski Resort assumes no responsibility or liability for loss, theft, or damage of any kind** with respect to any equipment stored in the locker. This agreement is binding to all persons who have equipment stored therein. The agreed term of rental is for the ski season only. All equipment must be removed from lockers by the last day of the operating season.
9. I understand that age categories and cut off dates are determined as of December 1<sup>st</sup> of this season. Identification will be required for proof of age & family membership at the time of purchase.
10. I understand that there will be no compensation for any damage to clothing and equipment that occurs from the use of the resort.

Initial

Revised August 2021

I have read, understood and agree to the Season Pass Terms and Conditions

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