



BIG SNOW RESORT (INDIANHEAD/BLACKJACK RESORTS) RELEASE OF LIABILITY - PLEASE READ CAREFULLY

In purchasing this pass, I understand that I am accepting all dangers that are a part of the sport of skiing. These dangers, include, but are not limited to, injuries which can result in variations in terrain; surface or subsurface ice conditions; bare spots, rocks, trees and other forms of natural growth or debris; collisions with ski lift towers and their components, with other skiers or with properly marked or plainly visible snow making or snow grooming equipment. I agree to assume all risk of injury, death or damage to property. I hereby release and agree not to sue Rick Ski LLC, Rick Ski 2 LLC, Blackjack LLC and Indianhead Operations LLC its owners, employees and agents because of death, injury or damage of property.

The term skiing includes the use of skis and snowboards, and any other winter sports activity.

This pass may be revoked without refund at any time by Indianhead/Blackjack LLC for misconduct or nuisance caused by me. This pass is void if lost or stolen and must be visible at all times.

NOTE: Indianhead/Blackjack reserves the right to open or close terrain and/or lifts when weather conditions create unsafe conditions-all published schedules are subject to snow and weather conditions.

PHOTOGRAPHY: With purchase of services, we reserve the right to photograph people and events for use in advertising or publicity for Indianhead/Blackjack LLC without personal consent.

As conditions to the use of the Season Pass, I agree and understand the following:

This pass is valid for the 2017/2018 season as long as the lifts are in operation, but I understand that Indianhead/Blackjack LLC, does not guarantee snow conditions or amount of skiable days in the season and I am not entitled to any refund or credits due to snow, wind or weather conditions.

I must have my pass with me to be entitled to use the lifts and ski/snowboard at this resort. Furthermore, I understand that Indianhead/Blackjack LLC, will issue one complimentary lift ticket if I forget my pass. This ticket is for the Pass Holders use only. If the pass is forgotten a second time, I will purchase a lift ticket before accessing the lifts. I further realize that the reported forgotten pass will be hot listed for the day that the comp is issued. This policy may be revoked at any time.

If I lose my season pass, I must report it immediately. I further understand that the cost to replace the season pass is \$25 after a seven-day waiting period.

This season pass is the property of Indianhead/Blackjack LLC, and is not transferable, non-assignable, non-refundable, and I will not let any other person use this pass or its privileges and if I do so, Indianhead/Blackjack LLC will revoke and terminate the Pass without refund.

If in the opinion of Indianhead/Blackjack LLC management, my behavior, while on or using any of the owned or leased premises of Indianhead/Blackjack LLC, is not in accordance with the Skier Responsibility Code or is considered misconduct, the Management may revoke the Pass without refund or credit given.

Indianhead/Blackjack LLC, does not maintain, monitor, nor patrol terrain beyond the resort boundary, as delineated on the trail map. I, the pass holder, assume all responsibility for travel beyond the boundary and will be charged for any required rescue efforts.

This Agreement and Release of Liability remains in effect any time the guest is on the resort property whether using their season pass, a purchased lift ticket or a complimentary lift ticket.

I agree to present my pass for visual inspection when asked by any Indianhead/Blackjack LLC employee prior to loading the lift.

I HAVE CAREFULLY READ THIS AGREEMENT, UNDERSTAND IT, AND ACCEPT ITS TERMS

| Passholder Name | Signature | Date | Parent/Guardian Signature (if under 18) |
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