

Silver Mountain

2009-2010 Season Pass Policies & Release of Liability Agreement

Last Name: _____ First Name: _____ Date: _____

Thank you for purchasing a Silver Mountain Season Pass. As a Silver Mountain Season Holder, we look to you to help us continue our tradition of great skiing and snowboarding by setting a good example and encouraging others to do the same. It is imperative that all pass holders follow these simple rules and agree in writing to be bound by the policies stated herein. The term "skier" and other terms relating to "skiing" used throughout these simple rules and agree in writing to be bound by the policies stated herein. The term "skier" and other terms relating to "skiing" used throughout this release include but are not limited to, skiing, snowboarding, telemark skiing, and any other recreational activities.

IMPORTANT. . .PLEASE READ CAREFULLY

Listed below are the rules and regulations to make everyone's experience more enjoyable. This is only a partial list, use common sense and good judgment. If you are in doubt, please ask our Ski Patrol.

YOUR RESPONSIBILITY CODE:

1. Ski/snowboard under control at all times in a manner you can stop to avoid others and objects.
2. When skiing/snowboarding downhill or overtaking another person, avoid the person below.
3. Do not stop where you obstruct a trail or where you are not visible from above.
4. When entering a trail or starting downhill, yield to others.
5. Use ski brakes, straps, or other retention devices to help prevent runaway equipment.
6. Obey all signs and closures.
7. Prior to using any lift, you must have the knowledge and ability to load, ride and unload safely.
8. Abide by the Idaho Ski Safety Act

_____ Please Initial

Violations of the following may result in legal prosecution and/or loss of you Season Pass and skiing/snowboarding privileges without compensation at Silver Mountain's sole discretion:

- Skiing/snowboarding too fast or recklessly.
- Skiing/snowboarding beyond CLOSED AREA signs into a closed area.
- Skiing/snowboarding beyond CLOSED AREA AVALANCHE DANGER signs.
- Jumping out of chairlifts.
- Abusive or rude language and/or unacceptable behavior.

_____ Please Initial

This Season Pass shall remain the property of Silver Mountain and is non-transferable, non-refundable and is not for re-sale. All lift privileges granted hereby are to the person named herein only.

I agree to surrender this pass at the request of any Ski Patrol for violations of this agreement.

_____ Please Initial

PROOF OF AGE: All age categories are as of Dec. 31, 2009. Those receiving age-based discounts are required to show identification proving age such as a driver's license, or birth certificate at time of issuance.

STUDENT: To qualify for a Student Season Pass, you must be between the ages of 18-24 as of Dec. 31, 2009 and attending full-time at a University or college (not an apprenticeship) recognized by ski area management. Passes cannot be issued until proof of age (picture ID) and a student ID card clearly indicating your full-time student status and year of validity are presented in person.

FAMILY PASS: Those eligible for the family discount plan include legally married couples and can include 1 or more of their dependents 18 or under as of Dec. 31, 2009 living in the same household. Students who are dependents of either parent are eligible for Family Add-On Passes. All other dependents 18 or over, regardless of residence or marital status are not eligible. Identification and proof of age is required for all family members at time of issue, i.e., driver's license, student ID card, birth certificate, ect.

PASS FRAUD: Use of this Season Pass by anyone else will result in immediate loss of all lift, skiing/snowboarding privileges without compensation and shall constitute fraud. I certify that the information I have included on this form is correct. I also understand that skiing privileges may be revoked without refund for any false information provided on this form. Fraudulent information on the Season Pass Application will invalidate the Season Pass. Any misrepresentation or fraudulent use of Pass will result in loss of Pass with no refund or rebate and possible prosecution for theft of services, identity theft and/ or fraud.

PLEASE READ, THEN SIGN THE BACK OF THIS FORM. EACH PASS HOLDER MUST SIGN AN AGREEMENT, or PARENT GUARDIAN MUST SIGN FOR PASS HOLDERS UNDER 18 YEARS OF AGE.

By signing the back of this form, you understand and agree to all of the above.

Please Read Carefully. By signing this document you waive certain legal rights.

1. REFUNDS ARE NOT AVAILABLE WHATSOEVER: There will be no refunds or transfers due to lack of snow or the length of season. Refunds, exchanges or transfers will not be given due to late openings, early closing or conditions. The buyer of a Season Pass assumes all risks of a marginal snow year. There is no guarantee that Mother Nature will cooperate and a Silver Mountain Resort season pass offers substantial savings with some risk involved. Silver Mountain Resort makes no warranties with respect to the duration of the season. Silver Mountain Resort in its sole discretion will determine the length of the season and the number of lifts in operation at any one time, based on snow conditions and other variables. However, refunds or transfers may be considered due to medical conditions, supported by a doctor's certificate, or a transfer of employment out of the area (200 miles or more), supported by a letter from your employer.
2. Season Passes are NON-TRANSFERABLE (except for corporate passes). Fraudulent use, including another person using your pass, or violation of any area policy may result in pass cancellation without refund.
3. Violations of Federal, State, or local laws while on SILVER MOUNTAIN property will result in Season Pass cancellation without refund.
4. LOST or FORGOTTEN PASSES: If your pass is lost or stolen, you must report it to the SILVER MOUNTAIN Ticket Office immediately. A nonrefundable \$25.00 fee will be assessed for reissuing a new pass. If you find your lost pass, you are required to immediately notify SILVER MOUNTAIN and return it to the Ticket Office. In the event you forget your season pass, an "I Forgot" lift ticket or replacement pass. If your "I Forgot" ticket or Season Pass is found on another person you will lose your Pass privileges for the remainder of the season with no refund, rebate or compensation and will be prosecuted for theft of services and fraud. Only two (2) "I Forgot" tickets will be issued for the entire season. After the second "I Forgot" ticket is obtained, Passholder will not receive any further complimentary privileges, and will be required to purchase a full price lift ticket if Pass is forgotten again.
5. Purchaser agrees to display season pass at all times when accessing gondola and lifts.
6. In this Agreement, the term "skier" and "skiing" shall include "skiing", "snowboarding", "telemark skiing" and any other recreational devices. At SILVER MOUNTAIN, there will be strict enforcement of all safety regulations, especially reckless and excessive speed, skiing in a closed area, skiing outside the ski area boundary, disregard of ski slope etiquette, etc. SILVER MOUNTAIN reserves the right to cancel a pass without a refund for failure to comply with the regulations set herein and/or disregard for the safe use of lifts, slopes or other facilities in the area. This includes but is not limited to reckless and excessive speed as well as skiing outside the ski area boundaries.
7. The purchaser or user of this Pass recognizes that skiing, as a recreational sport is hazardous and there is significant risk of injury or death, regardless of all feasible safety measures which can be taken. Each skier expressly assumes the risk of and legal responsibility for any injury to person or property which arises out of participation in the sport of skiing including, but not limited to, any injury caused by the following all whether above or below snow surface: variations in terrain; utility poles, and snowmaking and snow grooming equipment which is plainly visible or plainly marked. Each skier shall have the sole individual responsibility for knowing the range of his own ability to negotiate any slope or trail, and it shall be the duty of each skier to ski within the limits of area designated by the ski area operator and to refrain from acting in a manner which may cause or contribute to the injury of anyone. The responsibility for collisions by any skier, with any person, shall be solely that of the individual or individuals involved in such collision and not that of the ski area operator. IN CONSIDERATION FOR EACH AND EVERY RIDE ON ANY SKI LIFT DEVICE, THE USER OF THIS PASS HEREBY RELEASES AND HOLDS HARMLESS SILVER MOUNTAIN CORP. AND ALL RELATED ENTITIES, SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS, LIABILITIES, DAMAGES AND INJURIES ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE PASS INCLUDING BUT NOT LIMITED TO SKIING ACTIVITIES.
8. This season pass is a revocable license under the laws of Idaho and is revocable at the sole discretion of the licensor, SILVER MOUNTAIN. The issuance of a pass authorizes the licensee to ski and use related recreational amenities at SILVER MOUNTAIN in Kellogg, Idaho. The licensee agrees that he does not and shall not claim at any time any interest or estate of any kind or extend whatsoever in SILVER MOUNTAIN or its premises by virtue of this license or use hereunder. Duration of the license is for the skiing season for which it is issued. Termination of the license shall be at the option of licensor, as licensor shall deem reasonable.
9. ON BEHALF OF MYSELF AND ALL OTHERS NAMED, INCLUDING ANY MINOR CHILDREN, ON THE SEASON PASS APPLICATION I HEREBY RELEASE SILVER MOUNTAIN CORP. AND ALL RELATED ENTITIES, SUCCESSORS, ASSIGNS AND EMPLOYEES FROM ANY AND ALL LIABILITY FOR DAMAGE OR INJURY TO MYSELF AND ALL OTHERS NAMED ON THE SEASON PASS APPLICATION, INCLUDING NEGLIGENCE CLAIMS, ACCEPTING MYSELF THE FULL RESPONSIBILITY FOR ANY AND ALL SUCH DAMAGE OR INJURY OF ANY KIND WHICH MAY RESULT DIRECTLY OR INDIRECTLY FROM THE USE OF THIS PASS OR FROM ANY SKIING OR OTHER ACTIVITIES.
10. Each applicant who will be 18 or older during the 2009-2010 season must read and sign the application. Applicants under 18 require the signature of a parent or guardian.

I have carefully read this Agreement and fully understand its contents.

PRINT Pass Holder Name or Parent/Guardian Name (Last, First)

Passholder Signature (parent/guardian if under 18 during 09/10 season)

Date