

Yawgoo Valley Ski Area

Winter Season Pass 2018/2019

| Purchase pass by: | 3/31/18 | 4/30/18 | 4/30/18 | after 5/1/18 |
|------------------------------|----------------------|--------------------------|--------------------------|--------------------------|
| Adults (ages 13-59) | \$350 | \$375 | \$425 | \$475 |
| Juniors (ages 5-12) | \$300 | \$325 | \$375 | \$425 |
| Active Military | \$274 | \$299 | \$349 | \$399 |
| College | \$149 | \$149 | \$149 | \$149 |
| Senior (ages 60+) | \$149 | \$149 | \$149 | \$149 |
| Toddler (up to age 4) | Free with Adult Pass | One Free with Adult Pass | One Free with Adult Pass | One Free with Adult Pass |

Passholders

1. Name _____ DOB ___/___/___
2. Name _____ DOB ___/___/___
3. Name _____ DOB ___/___/___
4. Name _____ DOB ___/___/___
5. Name _____ DOB ___/___/___

Contact Information

Address _____

Email Address: _____

Phone Number (s): _____

Additional Emergency Contact: _____

Payment (if not purchasing in person)

Total: \$ _____ Check #: _____ OR MasterCard/Visa #: _____ Exp: ___/___/___

Mail: PO Box 41, Slocum, RI 02877 Email: Help@yawgoo.com Fax: 401-295-8550

Receipts will be sent via email address listed above. Please note passes will be available for pick-up after Thanksgiving once a picture has been received.

Know the Code/Park Smart/Passholder Responsibility

1. Always stay in control and be able to stop or avoid other people or objects. Especially in the rope tow area. Use caution.
2. People ahead of you have the right of way. Be courteous and watch ahead of you to see where others are going.
3. You must not stop where you obstruct a trail or are not visible from above. Do not sit or hang around on the hill. If you are waiting for your turn on a feature, be sure you are not in a place where others may run into you.
4. Whenever starting downhill or merging into a trail, look uphill and yield to others. This is important with Lower Ledges and the Rope Tow area.
5. Always use devices to help prevent runaway equipment. This helps keep others safe from loose equipment.
6. Observe all posted signs and warnings. Keep off closed trails and out of closed areas. The Ski Patrol closes some areas for a reason. Please adhere to the rules.
7. Prior to using any lift, you must have the knowledge and ability to load, ride and unload safely. Learn how to use the lifts, ask the lift attendant or other area staff for help.

At Yawgoo Valley, skiing and snowboarding safety comes first. There will be no horseplay including snowball throwing. Bullying will not be tolerated. No drugs or alcohol are permitted on Yawgoo Valley property. Respect the hill and other skiers and boarders.

Failure to follow the above Safety Rules will mean the following:

- First Offense: Ski Patrol or Area Management has given you a warning. Your Season Pass will be punched.
- Second Offense: Your parent or legal guardian will be called by Area Management. Your Season Pass will be punched a second time.
- Third Offense: Your Season Pass will be revoked, and you are not to return for the remainder of the season. Your option to buy a pass for the following season will be assessed by Area Management.

I have read and understand the above Yawgoo Valley Ski Area Passholder Responsibility:

Passholder #1: _____

Passholder #2: _____

Passholder #3: _____

Passholder #4: _____

Passholder #5: _____

Yawgoo Valley Ski Area

2018-2019 Season Pass Holder Agreement

Liability Release, Acknowledgement of Risks and Hazards and Agreement Not to Sue

- WARNING:** Use of Yawgoo Valley Ski Area & Sports Park facilities, equipment, and premises, hereafter "facilities," including but not limited to: skiing, snowboarding, other recreational activities and use of aerial and surface lifts, is HAZARDOUS. Falls and injuries are a common occurrence and you must keep deliberate and conscious control, both on the ground and in the air, of your physical body while properly using your equipment in variable weather and other conditions. Ski, ride and participate in these activities only within your own ability. Your safety and that of others is directly affected by your judgment. Be alert to all risks, hazards and dangers, including but not limited to: variations in terrain (including steepness and other variations, whether natural or as a result of slope or train design), terrain parks, jumps, elements or features, surface or subsurface snow or ice conditions (whether natural or machine-made); bare spots; rocks, trees, stumps and other forms of forest growth or debris; lift towers and components thereof and other ski area components including lights, fences, posts and signs, (all of the foregoing whether above or below snow surface); pole lines and plainly marked or visible snowmaking equipment, other equipment, vehicles and machines including snowmobiles and grooming machines; collisions with other participants or other persons (whether as a result of failure to ski, ride or participate in these activities within their own ability or otherwise) or collisions with any of the risks included in this paragraph (whether natural or man-made). **Please Note: Area staff members are instructed to notify management of any behavior that compromises the safety and/or comfort of any patron, including but not limited to: horseplay, offensive language, littering, loitering and vandalism. The risk management office will call the parent of any child under the age of 18 for infractions and/or behavior problems. Lifts shut down at 7:50 p.m. Mon-Wed, 8:50 p.m. Thurs-Sat and 3:50 p.m. Sundays, with extended hours during holiday(s)/vacation weeks. There are times that the area may close due to power outages or inclement weather. It is important that a parent/guardian is reachable for pick up. Those under the age of 21 will not be permitted in "The Max" Restaurant after 4 p.m., unless accompanied by a parent/guardian.** In consideration of being permitted to use the Yawgoo Valley Ski Area & Sports Park facilities, I agree to RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS Yawgoo Valley Ski Area & Sports Park, their parent company, real and personal property owners, agents, officers, directors, contractors, volunteers, employees and insurers (collectively, the "Releasees") from any and all claims I might bring as a result of physical injury, including death, or property damage sustained in connection with the use of the Yawgoo Valley Ski Area & Sports Park facilities INCLUDING CLAIMS BASED ON NEGLIGENCE OR BREACH OF WARRANTY. I am fully aware of and accept all risks, hazards and dangers associated with using the Releasees' facilities and I am fully responsible for any and all damage or injury of any kind that may result from my use of the Releasees' facilities. I promise not to bring a claim against or sue the Releasees and agree that if anyone is physically injured or property is damaged while I am using the Releasees' facilities, I will have no right to make a claim or file a lawsuit against the Releasees. I also agree to indemnify and defend the Releasees for any and all claims, including subrogation and/or derivative claims, brought by any third party or insurer, for injury or damage I may cause.
- Applicant(s) will be issued a Yawgoo Valley Ski Area & Sports Park pass (hereafter "the pass") upon presentation of a valid ID and proof of age. Applicant(s) agree to (a) visibly display the Pass when boarding lifts and/or accessing trails; (b) present the Pass to any Yawgoo Valley Ski Area & Sports Park authorized representative upon request; and (c) refrain from reckless skiing, riding or participating in conduct that is not consistent with safe and prudent skiing/snowboarding, violates "Your Responsibility Code," Smart Style terrain park rules, or the law, or for inappropriate, disruptive or reckless behavior acknowledging that the Pass may thereafter be revoked without refund. Season passes remain the property of Yawgoo Valley Ski Area & Sports Park and must be forfeited upon request by an authorized resort employee. This includes, but is not limited to, skiing/snowboarding in closed areas as well as beyond ski area boundaries. **The Pass is not transferable and not refundable. If for medical reasons, a skier/rider requests a refund, it will be prorated for the first 20 days of ski area operation. When twenty days of operations are reached, there will be no refunds including for medical reasons. In the event the Pass is lost, stolen, broken or unrecognizable, you must pay a non-refundable fee of \$25 for any replacement pass.** In all cases, your Pass privileges expire at the close of operations for the 2018/2019-winter season.
- I hereby grant permission to the Releasees to use my image(s), picture or other likeness (es), (collectively, "Image"), whether video, digital or print, for commercial purposes or otherwise, without restriction as to frequency, duration or medium.
- I authorize Releasees to administer first aid, as they deem necessary. I authorize transportation to a medical facility, at my expense, if deemed necessary by Releasees. Further, in the case of serious illness or injury, if I cannot be reached, I give permission for treatment, including medical and/or surgical care necessary for the well-being of my child, at my expense. I agree that upon transporting myself, or my child, to any medical facility, clinic or hospital, the responsibility of the Releasees shall be totally fulfilled and the Releasees shall have no further responsibility. I understand that Releasees will, to the best of their ability; attempt to notify me as soon as possible in the event of an emergency.
- This document is a legally binding contract and supersedes any other agreements or representations by or between the parties and is governed by the laws of the State of Rhode Island. It shall be interpreted to provide as a broad and inclusive release of liability as is legally permissible, but it is not intended to assert any claims or defenses that are prohibited by law. I agree that exclusive jurisdiction and venue for any legal action against Ski Pro Inc. DBA Yawgoo Valley Ski Area & Sports Park shall be in Washington County, Rhode Island courts, and such courts have personal jurisdiction. If any part of this agreement is determined to be unenforceable, all other parts shall
- still be given full force and effect. Season duration or frequency of use is NOT GUARANTEED due to WEATHER and SNOW CONDITIONS. **I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, I UNDERSTAND ITS CONTENTS AND I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I (OR THE MINOR CHILD) OTHERWISE MAY HAVE.** I agree that this is a Liability Release and Agreement Not to Sue, which will legally prevent me, or any other person, from filing suit or making any other claims for damages in the event of personal injury, death or property damage. I freely and voluntarily enter into this agreement. I understand that permission to use the resorts, their facilities, premises and equipment is being given to the undersigned participant in exchange for the execution of this Liability Release and Agreement Not to Sue. I have made no misrepresentations to the Releasees regarding my name, age or any other information. This Liability Release and all its components shall survive and continue in force beyond the termination of the current season with respect to any liability, injury or damage occurring prior to such termination. **For Pass Holders under 18 Years of Age: As parent or guardian of the child named above (each, the "Child"), I have authority to enter into this agreement on behalf of the Child. I agree to indemnify, defend and hold harmless the Released Parties for any and all claims whatsoever brought by the child and all claims whatsoever brought by any third party arising in connection with the Child. I acknowledge that I have read and understand all pages of this document and am signing it on behalf of the Child, and that the Child and I will be bound by all its terms.**

Passholder Signature (Minors must have parent/guardian signature)

Date