

# SEASON PASS APPLICATION

\_\_\_\_/\_\_\_\_/\_\_\_\_  
TODAY'S DATE

## APPLICANT #1 / PARENT OR LEGAL GUARDIAN

All fields required. Please print clearly.

FIRST NAME – Legal Name \_\_\_\_\_ MI \_\_\_\_\_ LAST NAME \_\_\_\_\_ BIRTH DATE (MM/DD/YYYY) \_\_\_\_\_

MAILING ADDRESS – STREET, APT./STE. \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_ COUNTRY \_\_\_\_\_

MALE  FEMALE (\_\_\_\_) \_\_\_\_\_ HOME PHONE \_\_\_\_\_ EMAIL \_\_\_\_\_ TYPE OF PASS \_\_\_\_\_

### PASS INSURANCE

Pass Insurance is offered through Travel Guard Insurance Co., to cover you and your investments when the unexpected happens. Please accept or decline below. If you decline Pass Insurance at this time you have 30 days from the pass purchase or until October 15, 2014, whichever comes later, to purchase Pass Insurance. **If you do not accept Pass Insurance, you will not be eligible for a refund of any kind.**

Adult/Teen/Senior Pass Insurance (age 13+) \$20\*  Child Pass Insurance (ages 5–12) \$10\*  I decline Pass Insurance coverage. Please initial here \_\_\_\_\_

Coverage applies to all Vail Resorts Season Pass or pack products valid for the 2014/2015 season, October 15, 2014 through May 15, 2015. All refunds are based on the cost of the pass minus a daily rate for every day used (10/15/14–5/15/15) up to the face value of the Season Pass.

\*Note: Pass Insurance is non-transferable and non-refundable. All refunds are based on the cost of the pass minus a daily rate for every day used up to the face value of the Season Pass. Pass refunds are available only where a guest purchased Pass Insurance and has a valid claim under the insurance policy.

### AUTO RENEW

Auto Renew is the most convenient way to automatically renew your Season Pass every year, while guaranteeing next season's lowest price. \* Can't commit? Don't know your plans for next season? Just cancel, without question or charges, before your first payment is applied in the Spring.

Yes, please enroll me in the Auto Renew Program.  No, thank you. I do not wish to sign up for Auto Renew at this time.

Your \$49 Spring payment (charged on/around 3/15) and your remaining Fall payment (charged on/around 9/15) will be charged automatically every year. Pass holders will be notified via a reminder email, prior to each charge taking place. You may cancel without penalty before 3/15 or prior to the charge of your \$49 Spring payment (whichever comes later). You may also enroll in Auto Renew any time after your initial purchase by calling 800.842.8062. \*Only available for eligible products.

### RESORT CHARGE

With Resort Charge you can attach a credit card to your Season Pass and use it to charge at designated Vail Resorts' on-mountain restaurants and retail locations. (Not available at Arapahoe Basin Food and Beverage and select Vail Resorts locations.) If you choose to take advantage of Resort Charge, you also have the option to sign-up for Direct-To-Lift access. Direct-To-Lift privileges enable you to bypass the ticket window and go directly to the lift at our resorts through an automatic charge to your credit card. When you present your Season Pass, your credit card will be charged a discounted daily lift ticket rate. Use the Direct-To-Lift feature when your Season Pass is restricted or at locations where it is not valid. If you choose to enable Direct-To-Lift privileges, please be aware of restricted dates associated with your pass.

Yes, please sign me up for Resort Charge.  Plus Direct-To-Lift access.  
 No, thank you. I do not wish to sign up for Resort Charge at this time.

#### Resort Charge Agreement

I hereby authorize a Vail Resorts affiliate company to charge my credit card each time my Season Pass is presented for charging privileges at participating Vail Resorts' establishments. I understand that some restrictions may apply. I understand that I will be responsible for all charges made using my Season Pass and that I am responsible for securing my pass. Please report lost or stolen passes immediately.

#### Direct-To-Lift Access Agreement

I hereby authorize Vail Resorts to charge my credit card when my Season Pass is presented to a lift attendant on invalid or restricted days. I understand that I will be responsible for all charges made using my Season Pass and that I am responsible for securing my pass. Please report lost or stolen passes immediately.

### ADDITIONAL APPLICANTS

Please use if additional applicant's address is same as above.

#2	FIRST NAME – Legal Name _____ MI _____ LAST NAME _____	BIRTH DATE _____	MALE <input type="checkbox"/> FEMALE <input type="checkbox"/>	PASS INSURANCE? <input type="checkbox"/> YES <input type="checkbox"/> NO _____	AUTO RENEW? <input type="checkbox"/> YES <input type="checkbox"/> NO _____	RESORT CHARGE? <input type="checkbox"/> YES <input type="checkbox"/> NO _____	DTL? <input type="checkbox"/>
#3	FIRST NAME – Legal Name _____ MI _____ LAST NAME _____	BIRTH DATE _____	MALE <input type="checkbox"/> FEMALE <input type="checkbox"/>	PASS INSURANCE? <input type="checkbox"/> YES <input type="checkbox"/> NO _____	AUTO RENEW? <input type="checkbox"/> YES <input type="checkbox"/> NO _____	RESORT CHARGE? <input type="checkbox"/> YES <input type="checkbox"/> NO _____	DTL? <input type="checkbox"/>
#4	FIRST NAME – Legal Name _____ MI _____ LAST NAME _____	BIRTH DATE _____	MALE <input type="checkbox"/> FEMALE <input type="checkbox"/>	PASS INSURANCE? <input type="checkbox"/> YES <input type="checkbox"/> NO _____	AUTO RENEW? <input type="checkbox"/> YES <input type="checkbox"/> NO _____	RESORT CHARGE? <input type="checkbox"/> YES <input type="checkbox"/> NO _____	DTL? <input type="checkbox"/>

### \$49 AGREEMENT

I agree to pay \$49 of the total price of the Season Pass product purchased upon execution of this application. **BY PUTTING \$49 DOWN I UNDERSTAND THAT I AM COMMITTING TO BUY THE PASS(ES) FOR THE 2014/2015 SEASON. I UNDERSTAND THIS \$49 PAYMENT IS NON-REFUNDABLE.** I agree the credit card provided will be authorized for the remaining amount of the Season Pass product purchased. The remaining balance will be automatically charged to my credit card on or around September 15, 2014. Once the \$49 initial payment has been made, the \$49 initial payment cannot be cancelled or refunded, nor can the pass purchase be cancelled or refunded. In the event the total price of the Season Pass product is lowered prior to the start of the 2014/2015 ski season, the remaining amount due will be reduced by the amount of the total price lowered. I agree to provide a valid email address for the express purpose of receiving communications regarding this transaction. I understand this is the only manner by which I will receive such communications.

Signature: \_\_\_\_\_

### NATIONAL FOREST FOUNDATION / TAHOE FUND / MOUNTAIN TRAILS FOUNDATION



Vail Resorts has partnered with the National Forest Foundation, Tahoe Fund and Mountain Trails Foundation to support projects that improve and enhance the iconic landscapes that surround our resorts. And, we're offering guests an easy way to join us in caring for these spectacular places – you can voluntarily contribute \$1 per pass purchase to help protect Colorado's forests and Lake Tahoe or to build and maintain trails in Park City. If you would prefer not to contribute, please check the box below and we will gladly remove the donation from your purchase.

I PREFER **NOT** TO CONTRIBUTE TO THE NATIONAL FOREST FOUNDATION, TAHOE FUND OR MOUNTAIN TRAILS FOUNDATION.

2014/2015. Valid for resorts purchased. Restrictions may apply. For complete details on restrictions and blackout dates, as well as explanation on our product age groupings, please visit epicpass.com or ask a sales representative. For questions, call 800.842.8062. Processing is not available at Arapahoe Basin.

PLEASE SIGN ON PAGE 2

# SEASON PASS, SKI SCHOOL, AND SKI AREA ACTIVITY WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

**THIS PASS IS NON-TRANSFERABLE AND MAY NOT BE RESOLD.** The pass may be confiscated and not re-issued if, in the sole judgment of the ski area operator, the pass holder: 1) acts in a manner that could endanger the safety of any person; 2) violates the law; 3) provides ski lessons or related services for compensation; or 4) engages in fraud or misconduct or creates a nuisance. Re-issued passes may be subject to a replacement fee. The Undersigned acknowledges his or her affirmative duty to immediately notify the ski area operator and authorities if the pass is lost or stolen and that failure to do so may result in loss of skiing privileges. The Undersigned also acknowledges that this pass is non-refundable unless Pass Insurance has been purchased.



**RF Technology:** We have enabled your pass with Radio Frequency (RF) Technology. RF Technology allows us to read RF passes at short range through jackets and clothing for convenience and ease of use. We use RF readers to authenticate lift passes and to determine customer presence at ski lift boarding zones. To learn more about RF Technology, please visit [snow.com/rft](http://snow.com/rft).

## PLEASE READ CAREFULLY. THIS IS RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

The person for whom this Season Pass is purchased is referred to as the "Holder." If the Holder is age 18 or older, the "Undersigned" means the Holder; if the Holder is under the age of 18, it means the Holder's parent or legal guardian. **THE UNDERSIGNED UNDERSTANDS THAT TAKING PART IN SKIING, SNOWBOARDING, SKI AND RIDE SCHOOL/INSTRUCTION, RACING/COMPETING, AND/OR USING ANY OF THE SKI AREA FACILITIES, INCLUDING THE LIFTS, TERRAIN PARKS AND RACE COURSES, FOR ANY PURPOSE (THE "ACTIVITY"), CAN BE HAZARDOUS AND INVOLVE THE RISK OF PHYSICAL INJURY OR DEATH. THE UNDERSIGNED AGREES THAT THE SKI AREA FACILITIES AND "ACTIVITY" ALSO INCLUDE FAMILY ADVENTURE ACTIVITIES SUCH AS TUBING, ICE SKATING, SLEDDING, ALPINE COASTERS AND OTHER FOUR-SEASON FACILITIES.**

The Undersigned understands that risks related to the Activity include but are not limited to: falling, slick or uneven surfaces; surface and subsurface snow conditions (including avalanches); moguls; ice; variations in terrain; design and condition of man-made facilities, terrain features, or race venues; terrain selection of an instructor; downed timber and other forest growth; tree stumps and wells; rocks; debris; marked and unmarked obstacles; collisions; equipment failure; improper use of equipment; encounters with snowmobiles, snowcats and/or other motor vehicles; lift loading, unloading and riding; adverse weather; limited access to and/or delay of medical attention; fatigue; dehydration; hypothermia or frostbite; altitude sickness; and mental distress from exposure to any of the above.

The Holder assumes the responsibility of maintaining control at all times while engaging in the Activity and is responsible for reading, understanding and complying with all signage and verbal instructions of ski area employees. The Holder must have the physical dexterity and knowledge to safely load, ride and unload the lifts. The Undersigned understands that a minor Holder may use the ski lifts without an adult present and that snowmobiles, snowcats, snowmaking and/or snow-grooming equipment may be encountered at any time.

**RECOGNIZING THESE RISKS AND DANGERS, THE UNDERSIGNED VOLUNTARILY CHOOSES FOR THE HOLDER TO PARTICIPATE IN THE ACTIVITY AND EXPRESSLY ASSUMES ALL RISKS AND DANGERS OF THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.**

In consideration for allowing the Holder to participate in the Activity, **THE UNDERSIGNED AGREES NOT TO SUE AND TO RELEASE FROM ALL LIABILITY** Vail Resorts, Inc., The Vail Corporation, and/or their affiliated companies, including but not limited to those that operate the Vail, Beaver Creek, Breckenridge, Keystone, Cuyons, Heavenly, Northstar California, Kirkwood, Afton Alps and Mt. Brighton resorts, Dundee Realty USA, LLC d/b/a Arapahoe Basin Ski Area, the U.S. Forest Service, and all their respective affiliates, subsidiaries, insurance companies, successors in interest, agents, employees, representatives, assignees, officers, directors and shareholders (each a "Released Party") for any property damage, injury or loss, including death, which arises in whole or in part out of the Holder's participation in the Activity, including those claims based on any Released Party's alleged or actual **NEGLIGENCE, BREACH OF ANY CONTRACT AND/OR EXPRESS OR IMPLIED WARRANTY.** By agreeing not to sue, **THE UNDERSIGNED IS RELEASING ANY RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST ANY RELEASED PARTY. The Undersigned also AGREES TO DEFEND AND INDEMNIFY/ REIMBURSE** each Released Party from any claims of the Undersigned and/or a third party arising in whole or in part from the Holder's participation in the Activity or for **ANY MISREPRESENTATIONS MADE IN OR FRAUDULENT EXECUTION OF THIS AGREEMENT.**

**THE UNDERSIGNED AGREES THAT ANY AND ALL CLAIMS** for loss, injury and/or death regarding an alleged incident **SHALL BE GOVERNED BY THE LAW OF THE STATE WHERE THE ALLEGED INCIDENT OCCURRED and EXCLUSIVE JURISDICTION** shall be in the state or federal court sitting in the district where the alleged incident occurred (except that all claims arising at Heavenly shall be governed by California law and exclusive jurisdiction shall be in a California court of competent jurisdiction).

**BY SIGNING ON BEHALF OF A MINOR, THE UNDERSIGNED REPRESENTS THAT HE OR SHE IS A LEGAL PARENT OR GUARDIAN OF THE HOLDER** and acknowledges that the Holder shall be bound by all the terms of this Agreement. By signing this Agreement without a parent or legal guardian's signature, the Holder, under penalty of fraud, represents that he or she is at least 18 years of age.

The Undersigned understands and acknowledges that this Agreement is a contract and shall be binding to the fullest extent permitted by law. If the Holder chooses to take part in any renew or Auto Renew Program, this Agreement will remain in effect for so long as the Holder participates in such program. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. It is the Undersigned's intent that this Agreement shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of the Undersigned.

\_\_\_\_\_  
Signature of Applicant #1 or Parent/Legal Guardian of MINOR Applicant(s)

\_\_\_\_\_  
Signature of Applicant #3

\_\_\_\_\_  
Printed Name of Applicant #1 or Parent/Legal Guardian of MINOR Applicant(s)

\_\_\_\_\_  
Printed Name of Applicant #3

\_\_\_\_\_  
Signature of Applicant #2

\_\_\_\_\_  
Signature of Applicant #4

\_\_\_\_\_  
Printed Name of Applicant #2

\_\_\_\_\_  
Printed Name of Applicant #4

## TO BE COMPLETED BY STAFF

Customer ID: \_\_\_\_\_ Location: \_\_\_\_\_ Date: \_\_\_\_\_ Sales Person: \_\_\_\_\_