

**CONDITIONS OF ISSUANCE FOR ALL LAS VEGAS SKI AND SNOWBOARD RESORT SEASON PASS HOLDERS**

Your Season Pass is for your use and enjoyment. Listed below are some rules and guidelines we hope will make your mountain experience more enjoyable. This is only a partial list, **use common sense and good judgment and follow Your Responsibility Code** (listed below). If you are in doubt please ask our professional ski patrol. In using the Pass and the facilities at LVSSR, the passholder agrees to be bound by the following rules:

1. This pass is valid for the 2011/2012 season, as long as the lifts are in operation, but I understand that LVSSR 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 or weather conditions. I understand that LVSSR reserves the right to restrict use of my pass for any reason or to close the ski area for any special function.
2. My pass is the property of LVSSR, and is non-transferable, non-assignable, non-refundable, and I will not let any other person use this pass or its privileges, and if I do, LVSSR will revoke and terminate the pass without refund immediately. I understand that use of my pass by anyone other than me shall constitute fraud and may result in criminal prosecution.
3. I understand that if I lose my season or parking pass or it is stolen, I must notify LVSSR Ticket Office and it will be replaced for a **\$50** charge. If my season pass is lost or stolen, or if I forget to bring it with me, I will receive one day pass, one time. On subsequent occasions, I will have to purchase a day ticket to ski or ride for that day's ticket price. LVSSR reserves the right to deny replacement of the pass for misuse.
4. If LVSSR management determines that my behavior, while on or using any of LVSSR's premises, is not in accordance with Your Responsibility Code or is considered misconduct in any way, management may revoke my pass without refund or credit.

**YOUR RESPONSIBILITY CODE:**

1. Always stay in control and be able to stop or avoid others.
2. People ahead of you have the right of way. It is your responsibility to avoid them.
3. You must not stop where you obstruct a trail or are not visible from above.
4. Whenever starting downhill or merging into a trail, look uphill and yield to others.
5. Always use devices to help prevent runaway equipment.
6. Observe all posted signs and warnings. Keep off closed trails and areas.
7. Before using any lift, you must have the knowledge and ability to load, ride and unload safely.

**ADDITIONAL SAFETY RULES**

1. Be smart while using terrain parks and their features. Do not do anything that has the potential to cause harm to another person.
2. Do NOT ski or ride in any area marked CLOSED AREA or CLOSED AREA – AVALANCHE DANGER. It is ILLEGAL.
3. In the event of a collision, you MUST stop at the scene and render reasonable assistance to the injured person. You must also notify LVSSR as soon as reasonably possible.

**RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**

By signing this Release of Liability and Indemnity Agreement, I am acknowledging that I or my child (collectively referred to as "I" or "my") have chosen to participate in winter sports and/or other recreational activities at LVSSR, including but not limited to, skiing, snowboarding, AND all other winter sports activities at LVSSR (collectively, the "sport"). I understand that my participation in the sport poses risks of **INJURY** and **DEATH** to me. These risks include, but are not limited to, variations in snow and terrain, variable snow conditions, avalanches, cliffs, use of rental equipment, loss of control, encounters or collisions with trees, rocks, fences, terrain features (natural or man-made), other participants in the sport and/or spectators, snowmaking or snow grooming equipment and their components, snowmobiles and other vehicles, all manmade or natural obstacles (padded or not) whether they are obvious or not, as well as use of terrain parks, halfpipes, rails, and other features. Other risks also include, but are not limited to, bare spots, bumps, moguls, ice, steep terrain, stumps, forest growth and debris, erosion control devices, and other slope hazards and obstacles. Other risks include those associated with the use of the facilities, including mountain transportation, lifts, terrain parks (jumps, rails, boxes, half pipes, and other park features), slope style, skier/boarder-cross, performing maneuvers (inverted or otherwise), walking in lodges and parking lots, and participating in lessons, races, tubing, sledding, and special events (collectively, "use of the facilities"). Despite these risks and all other risks, and to the fullest extent allowed by law, **I AGREE TO EXPRESSLY ASSUME ALL RISKS OF INJURY OR DEATH** that might be associated with or arise out of my participation in the sport or use of the facilities.

I further understand that during my participation in the sport or my use of the facilities, I may encounter various manmade and natural terrain features, including features in terrain parks. I understand that if I enter a terrain park, I must inspect the elements and terrain before I ski or ride over them to evaluate the risks and degree of difficulty before participating. I understand that throughout the day snow conditions and terrain features will change. I am solely responsible for knowing and understanding my ability to encounter all terrain features. Read and obey all signs and warnings!

In consideration for being allowed to participate in the sport and use the facilities, **I AGREE TO RELEASE FROM ANY LEGAL LIABILITY AND AGREE NEVER TO SUE** Las Vegas Ski & Snowboard Resort, Powdr Corporation, Inc., or any of their parent companies, subsidiaries, owners, employees, agents, landowners, or The United States of America Department of Agriculture, Forest Service (collectively herein, "LVSSR") for injury or death resulting from my participation in the sport or use of the facilities, regardless of the cause, to the fullest extent allowed by law, including the alleged **NEGLIGENCE** of LVSSR. I further agree to defend, indemnify and hold harmless LVSSR for any claims, lawsuits, damages, attorney fees, costs or judgments for personal injury or personal property damage, related in any way to my participation in the sport or use of the facilities.

**I UNDERSTAND THIS IS A RELEASE OF LIABILITY THAT IS VALID FOREVER**, and will apply whenever I participate in the sport or use the facilities at LVSSR. I understand that this **RELEASE OF LIABILITY** will prevent me, my child, or my heirs from filing suit or making any claim for damages in the event of injury or death from my participation in the sport or use of the facilities. Additionally, in the event I file or my child or my legal representative files a claim or a lawsuit arising out of participation in the sport or the use of the facilities at LVSSR, **I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS** LVSSR for any damages, attorney's fees or costs arising out of such a claim or a lawsuit. With a full understanding of this agreement, I nevertheless enter into this agreement freely and voluntarily and agree that it is binding upon me, my child, my heirs, assigns and legal representatives.

I understand and agree that this agreement is severable and that if any clause is found to be invalid, the balance of the contract will remain in effect and will be valid and enforceable. I agree that any action will be brought in the County of Clark, State of Nevada, or alternatively, in a court of competent jurisdiction in the State of Nevada. Any disputes will be subject to and determined under the laws of the State of Nevada.

PRINT NAME OF APPLICANT \_\_\_\_\_

SIGNATURE OF APPLICANT \_\_\_\_\_ DATE \_\_\_\_\_

Prospective applicants under the age of 18 years are required to have a parent or legal guardian read and sign this Agreement.

PRINT NAME OF PARENT/LEGAL GUARDIAN \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE OF PARENT/LEGAL GUARDIAN \_\_\_\_\_ DATE \_\_\_\_\_

**THIS IS A RELEASE OF LIABILITY - DO NOT SIGN UNLESS YOU AGREE TO BE BOUND BY ITS TERMS**