



DEER VALLEY*

**DEER VALLEY® 2008/2009 SEASON PASS
STATEMENT OF POLICIES AND AGREEMENT**

Name of Season Pass Holder _____	Age <input type="checkbox"/> Adult (18 or older) <input type="checkbox"/> Minor Age _____
Name of Parent or Guardian _____ (if Season Pass Holder is a minor)	Pass No. _____ Height _____ M / F

STATEMENT OF POLICIES

1. The Full Season Pass is valid every day of the ski season, currently scheduled to run from December 6, 2008 through April 12, 2009. Deer Valley reserves the right to change the dates of the 2008/2009 season without notice. Unless validated for the 2009 summer season, Season Pass privileges expire April 12, 2009, or upon such other date as Deer Valley Resort closes for the 2008/2009 ski season.

The Midweek Season Pass is valid every Monday through Friday of the ski season *except that it is not valid* December 26, 2008 through January 1, 2009.

After June 16, 2009, your season pass may be validated for use during the 2009 summer mountain biking season. Before your pass will be validated for the summer season, you must sign Deer Valley's Mountain Bike Access Agreement and Release.

2. Your Season Pass must be paid in full before the pass will be issued.
3. Your Season Pass is non-refundable, non-transferable, and not for resale. Violation of this policy may subject the Season Pass holder and the unauthorized user to prosecution for theft of services. Season Passes are void if altered.
4. Day passes will not be issued in place of a lost, forgotten or stolen Season Pass. You will be charged \$75.00 for a replacement Season Pass.
5. *Adult 2* is defined as the spouse or dependent(s) of the purchaser of the Adult full rate pass or Senior full rate season pass (hereafter known as Adult 1). Adult 2 is further defined as those names filed on the Internal Revenue Service tax forms of the Adult 1. These forms may be required by this office before said passes will be issued. Any misrepresentation of these names or violation of this policy may subject all Season Pass holders to prosecution for theft of services. All lift privileges granted to a Season Pass holder shall terminate immediately.
6. All lift privileges granted to a Season Pass holder shall terminate immediately if the Season Pass is used by anyone other than the person named thereon, and both Season Pass holder and unauthorized user may be subject to prosecution for theft of services.
7. Season Pass holders are expected to observe certain rules and policies. Any of the following violations is a ground for temporary or total revocation of lift privileges, with no refund.
 - a. Skiing too fast or recklessly, so as to endanger others. *
 - b. Skiing beyond "Closed Area" or "Area Boundary" signs or ducking any rope-lines of any kind (regardless of whether the roped-off area is closed from all directions or not). *
 - c. Skiing beyond "Closed Area, Avalanche Danger" signs into a designated avalanche area. *
 - d. Leaving the scene of an accident in which you are involved. *
 - e. Jumping out of lift chairs.
 - f. Engaging in abusive or rude language and/or behavior on Deer Valley Resort property.
 - g. Engaging in activities for monetary gain that directly compete with the business of Deer Valley while on Deer Valley Resort property, including but not limited to ski instruction and soliciting ski students.
 - h. Not skiing in compliance with the Skier's Responsibility Code as stated on the Deer Valley Trail Map.
 - i. Any other reason that Deer Valley deems to be injurious to its business and/or operations, including, but not limited to, challenging or disputing credit card charges or any other form of payment for the Season Pass.

* Indicates Wasatch County and Summit County ordinances, violation of which may be punishable by a fine or jail.
8. Decisions as to whether lift privileges are temporarily or totally revoked are within the sole discretion of Deer Valley. In the event lift pass privileges are temporarily or totally revoked, the Season Pass shall be immediately surrendered to Deer Valley.
9. Your Season Pass **MUST BE VISIBLE TO LIFT ATTENDANTS AT ALL TIMES.**

**WARNING, ACKNOWLEDGMENT OF RISK AND
INDEMNITY AGREEMENT**

I understand and acknowledge that snow skiing (including telemark skiing) involves many natural and man-made **RISKS, DANGERS and HAZARDS**, including **but not limited to** changing weather, snow and light conditions, variations and steepness in terrain, terrain parks, impact with lift towers and other structures, cliffs, drop-offs, avalanches, obstacles including moguls, forest growth, bare spots, wildlife, rocks, debris and lift towers, equipment failures, collisions, incidents relating to chairlift loading, riding, and unloading, exceeding my own skiing ability, and the negligence of others. I also understand and acknowledge that I may encounter such risks, dangers and hazards at any time or place, and that serious **INJURY or DEATH** may result. I further acknowledge and understand that Deer Valley Resort is **NOT** a guarantor of my safety or the safety of my children, whether in ski school or otherwise.

In consideration of me (or, if applicable, my minor child) being issued a Season Pass and being permitted to ski at Deer Valley Resort or otherwise use Deer Valley Resort's facilities, I agree to **INDEMNIFY** (i.e. reimburse) Deer Valley Resort fully for any damages assessed against Deer Valley Resort and for any reasonable attorneys' fees, costs, and expenses incurred by Deer Valley Resort in its defense that result from any injuries or damages caused by me or by any child of mine, in whole or in part, to any other individual and/or any other individual's property.

I also agree that any legal action taken against Deer Valley Resort shall be filed in the Third Judicial District Court, Summit County, State of Utah and enter into this agreement voluntarily and agree that it is binding upon me, my heirs, successors, assigns and legal representatives.

By signing this Deer Valley Resort 2008-2009 Season Pass Agreement, I voluntarily acknowledge and agree to all of the foregoing.

Date: _____	_____ Signature of Season Pass Holder or Parent or Guardian of Minor Season Pass Holder
_____ Minor Child's Name	_____ Printed Name of Parent or Guardian of Minor Season Pass Holder