

THUNDER RIDGE SKI AREA

Season Pass Agreement-2019-2020 Season

Acknowledgement of Risk & Liability Release Agreements

NOTICE:

- I) Skiers, snowboarders and ski lift passengers are governed by the New York State SAFETY IN SKIING CODE, Article 18 of New York General Obligations Law.
- II) BEFORE AFFIXING YOUR PASS or allowing your pass to be affixed to your person, your attention is directed to a posted "WARNING TO SKIERS" which is displayed at all Thunder Ridge Ski Area ticket sales locations and is reprinted below.
- III) The Safety in Skiing Code requires you to seek out, read and understand the "WARNING TO SKIERS" BEFORE you decide to participate in the sport of skiing.

WARNING TO SKIERS: Downhill skiing and snowboarding, like many other sports, contains inherent risks including, but not limited to the risk of personal injury, including catastrophic injury, or death, or property damage, which may be caused by variations in terrain or weather conditions, or surface or subsurface snow, ice, bare spots or areas of thin cover, moguls, ruts, bumps, or other persons using the facilities; rocks, forest growth, debris, branches, trees, roots, stumps; or other natural objects or man-made objects that are incidental to the provisions or maintenance of a ski facility in New York State. New York law imposes a duty on you to become apprised of and understand the risks inherent in the sport of skiing, which are set forth above, so that you may make an informed decision of whether to participate in skiing notwithstanding the risks. New York also imposes additional duties upon you, to which you must adhere, for the purpose of avoiding injury caused by any of the risks inherent in skiing. If you are not willing to assume all of these risks and abide by these duties, you must NOT participate in skiing at this area. IF YOU ARE WILLING TO ASSUME ALL OF THESE RISKS AND ABIDE BY THESE DUTIES, PLEASE SO INDICATE BY SIGNING BELOW.

I agree to abide by all rules, regulations and policies of Thunder Ridge Ski Area. I will instruct all minors, whom I have signed for as parent or guardian, of these policies and agree to be held responsible for any damages, fines or penalties resulting from a violation of these rules. I further agree to indemnify Thunder Ridge Ski Area against all claims arising from such acts committed by me or those minors. I understand that Thunder Ridge Ski Area has the right to prosecute individuals guilty of fraudulent Pass use under the guidelines of the New York Theft of Services Act. Discounted pass rates are applicable only upon receipt of valid payment.

Lost passes must be reported to Thunder Ridge management immediately and there will be ***a lost pass replacement charge of \$50***. Passes must be displayed at all times and presented to any Thunder Ridge personnel on request.

RULES, REGULATIONS AND POLICIES

Help make Thunder Ridge a safe and fun environment for everyone, including you! Cooperation with the Rules of Thunder Ridge is your responsibility and required and appreciated by the Thunder Ridge staff.

No rocking, shaking or bouncing of chairs or chairlifts (Will result in immediate revocation of pass!)

No jumping from chairlift. (Will result in immediate revocation of pass!)

No throwing objects from the chairlift. (Will result in immediate revocation of pass!)

No vandalism including graffiti. (Will result in immediate revocation of pass!)

*****Respect others and their personal belongings***

No alcohol except in Lounge area for patrons 21 and older, No smoking, No foul or abusive language, No fighting

No littering, No jump building, No shovels allowed, No backpacks on the chairlifts or trails

No equipment allowed in the lodge, except in designated locker areas

PASSES REVOKED DUE TO VIOLATIONS WILL NOT BE REFUNDED.

RELEASE AND INDEMNIFICATION AGREEMENT

In consideration of being permitted to use the facilities operated by 103 Gleneida Ave LLC DBA Thunder Ridge Ski Area, I expressly acknowledge and agree as follows:

1. I have read and understand the "Duties of Skiers", "Duties of Passengers" and "Duties of Skiers with Respect to inherent risks" under the New York State safety in skiing code (Article 18 of the New York General Obligations Law), copies of which are available at the Customer Services Desk, and agree to observe them.
2. I am physically fit and capable of meeting my responsibilities as a skier. I agree not to utilize the facilities of Thunder Ridge Ski Area while under the influence of drugs and/or alcohol.
3. I recognize and explicitly acknowledge that skiing is a hazardous sport. I agree to accept all legal responsibility for any personal injury, death, or property damage which results from the use of the facilities at Thunder Ridge Ski Area, or participation in the Seasonal Programs including but not limited to personal injury, death or property damage which results from skiing.
4. I have read, reviewed and I understand the Warning To Skiers which is posted above and at all Thunder Ridge ticket sales locations.
5. I hereby agree not to sue 103 Gleneida Ave LLC, Thunder Ridge Ski Area and any individuals, corporations or entities which did or do own, operate, maintain, construct, design or control any real or personal property, machinery, equipment or fixture which did or does constitute a portion of or which is or ever was used in connection with the ski resort known as Thunder Ridge Ski Area; as well as any such entity's officers, directors, agents, employees, volunteers, or consultants (hereinafter individually and collectively in all combinations "Releases" or "Indemnified Parties") for any personal injury, death or property damage that may occur while using this pass and/or as a result of my participation in the Seasonal Programs and /or my use of the facilities of Thunder Ridge Ski Area. I agree to indemnify 103 Gleneida Ave LLC for any claims brought by my minor children.
6. I further agree for myself, my successors, heirs, assigns, executors and administrators to indemnify and hold the Indemnified Parties harmless from all claims and suits for personal injuries, death or property damage arising out of my participation in the Seasonal Programs and/or my use of the facilities at Thunder Ridge Ski Area. Thus, I will pay to each Indemnified Party against whom such a claim is asserted all costs and legal fees expended to defend such claims as well as any sum of money paid to claimant by the Indemnified Parties as a result of judgement or settlement. I recognize and understand this indemnification provision is distinct from and independent of the release provisions. Accordingly, this indemnification provision will apply whether or not for any reason the release provisions are held invalid or inapplicable in whole or in part to any claim asserted.
7. Because it is my intention to waive and relinquish any claims which I might otherwise have against Releases in the event I should sustain an injury, whether minor or most severe, disabling and/or terminal, I have given careful consideration to the adequacy of my medical insurance, disability insurance, life insurance and my personal financial resources, any or all of which would be available to provide for medical expenses, disability, and short-term and long-term financial security for myself and/or any other persons who may be dependent upon me for support. By signing below and

participating in this event I am signifying that I am properly insured and/or financially equipped to provide for any contingency which may arise as a result of my participation in this event.

8. I agree that all disputes under this contract and/or lawsuits arising from use of the facilities at Thunder Ridge Ski Area shall be litigated exclusively in the Supreme Court of the State of New York, County of Putnam, or in the United States District Court for the Northern District of New York.

9. I HAVE READ AND UNDERSTAND THE FOREGOING RELEASE AND INDEMNIFICATION AGREEMENT AND SIGN IT VOLUNTARILY. **PASSES ARE NOT TRANSFERRABLE OR REFUNDABLE.**

Check this box if you would like to opt-out of receiving the latest news and deals.

All passholders and/or guardians must sign this agreement.

Name of Passholder

Signature of Passholder or Parent/Guardian Date

Name of Passholder

Signature of Passholder or Parent/Guardian Date

Name of Passholder

Signature of Passholder or Parent/Guardian Date

Name of Passholder

Signature of Passholder or Parent/Guardian Date

Name of Parent or Guardian

Signature of Passholder or Parent/Guardian Date

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