_____ **Application is file with: ❒Liberty ❒Whitetail ❒ Roundtop**

Please Print Name of Individual / Head of Household

SEASON PASS & ADVANTAGE CARD RELEASE AGREEMENT

NOTICE OF RISK

I understand and accept the fact that snowsports (skiing, snowboarding, tubing and other snow related sports) in their various forms, including the use of lifts, are dangerous with inherent and other risks. These risks include but are not limited to variations in terrain, ice and icy conditions, marked and unmarked obstacles, moguls, rocks, forest growth, (above or below the surface), bare spots, lift towers, utility poles, fencing or lack of fencing, snowmaking, grooming and other equipment, and other forms of natural or man-made obstacles, including terrain parks and features, as well as collisions with on-snow vehicles and other snowsports participants. Trail conditions vary constantly due to weather changes and use. All of the inherent and other risks of snowsports present the risk of permanent catastrophic injury or death.

ASSUMPTION OF RISK

Understanding that snowsports are hazardous, I voluntarily and expressly assume for myself and/or my minor child the risk of injury while participating in these sports.

RELEASE FROM LIABILITY

In consideration of the use of the ski areas' facilities, I AGREE NOT TO SUE Ski Liberty Operating Corp., Whitetail Mountain Operating Corp. and/or Ski Roundtop Operating Corp., their owners, agents and employees, if injured while using the facilities, regardless of any negligence, recklessness or improper conduct on the part of the Ski Area or its employees or agents. I further agree to indemnify and defend the same from any claim, which results from my, my child's, or my spouse's use of the facilities, regardless of any negligence on the part of the Ski Area.

I hereby agree that should I renew my pass or card electronically or otherwise, that my signature will continue to be legally binding. Additionally, I agree that any dispute arising under this contract shall be litigated in the Court of Common Pleas of the county in which the incident occurred or in the United States District Court for the Middle District of Pennsylvania.

YOUR RESPONSIBILTY CODE

I understand that there are elements of risk in snowsports activities that common sense and personal awareness can help reduce. Observe the code listed below and share with others the responsibility for a great snowsports experience.

1. Always stay in control and be able to stop or avoid other people or objects.
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 out of closed areas.
7. Prior to using any lift, you must have the knowledge and ability to load, ride, and unload safely. Do not jump from lift. In event of prolonged stoppage, the Ski Patrol will evacuate you.
8. If you have a collision resulting in an injury to another snowsports participant, it is your responsibility to stay at the collision site until the Ski Patrol arrives.
9. Do not use slopes too difficult for your ability.

This is a partial list. Be safety conscious! Violation of this code can lead to loss of lift ticket without warning and without refund. I understand that I can be held legally liable for my actions. To enjoy snowsports, I must also know and be willing to accept the limits of my ability. If I do not agree with the above, then I will not participate in snowsports activities at the above mentioned Ski Areas.

GENERAL POLICIES

1. All purchases are final and non-transferable. No refunds, credits or substitutions of any kind will be issued if you fail to use or take possesion of your Season Pass or Advantage Card for any reason, unless you have purchased a pass protection policy and qualify for reimbursement thereunder.
2. Advantage Cards may only be used one time per day and each cardholder must be present at time of ticket purchase.
3. Season Passes and Advantage Cards are non-transferable (may not be loaned to anyone). Transfer or attempt to transfer will result in revocation of the card without refund and is punishable under Pennsylvania theft of services law.
4. You may pick up your pass/card at Liberty Mountain Resort, Whitetail Resort, or Roundtop Mountain Resort. Cards may be picked up during regular pre-season office hours or on your first visit. Check the resort's website for preseason hours. Hours may vary between resorts.
5. In the event you forget your pass/card, you must purchase a full price ticket.
6. If your pass/card is lost, report the loss immediately to resort management. Your card will be voided and anyone caught using it will be charged with theft of services. A new card will be issued to you for a $25.00 processing fee.
7. Season Pass and Advantage Card lift privileges may be denied, revoked or suspended at any time for any reason deemed appropriate by resort management.
8. Any attempt to use lifts without a ticket is considered theft of services under Pennsylvania law.
9. The ski area accepts no responsibility for lost, stolen or damaged equipment.
10. I understand and agree that all injuries must be reported to the Ski Patrol before leaving the area.

I have read and understand the "Notice of Risk", Notice of Risk", "Release From Liability", "Your Responsibility Code" and the "General Policies" language and agree to be legally bound hereto. I agree to comply in full on behalf of myself and/or any of my dependent(s) listed on the application.

SIGNATURE DATE	SIGNATURE DATE
SIGNATURE DATE	SIGNATURE DATE