

SCHOOL PROGRAM SEASON NIGHT PASS AGREEMENT

ELK MOUNTAIN SKI RESORT, INC.
344 Elk Mountain Rd., Union Dale, PA 18470

REVISED AUGUST 2018

AGREEMENT NOT TO SUE AND APPLICATION
FOR SCHOOL PROGRAM SEASON NIGHT PASS
THE FOLLOWING MUST ALL BE FULLY AND LEGIBLY COMPLETED!

Print Full Name

Signature

Primary Address - Street & Number

Local Address - Street & Number
OWNED _____ RENTED _____

City, State, Zip Code

City, State, Zip Code

Primary Telephone Number

Local Telephone Number

YOU MUST READ AND INITIAL ALL OF THE FOLLOWING TERMS OF THIS AGREEMENT.

- A. THE SCHOOL PROGRAM SEASON NIGHT PASS IS VALID MONDAY THROUGH SATURDAY FROM 4:00 PM TO CLOSE. PASS HOLDERS MUST OBTAIN A LIFT TICKET AT THE TICKET WINDOW BEFORE BEFINNING TO SKI/SNOWBOARD. I UNDERSTAND THAT THERE IS NO GUARANTEE OF MINIMUM NUMBER OF NIGHTS OPEN DURING THE SEASON. _____
INITIAL
- B. IN CONSIDERATION OF BEING ALLOWED TO USE THE FACILITIES OF ELK MOUNTAIN SKI RESORT, INC. AT UNION DALE, PA., PURSUANT TO THE USE OF A SEASON PASS, I AGREE THAT I WILL NOT SUE ELK MOUNTAIN SKI RESORT, INC., IT'S OWNERS, OPERATORS, OFFICERS, DIRECTORS, AGENTS, SERVANTS, AND EMPLOYEES (HEREINAFTER REFERRED TO COLLECTIVELY AS "ELK MOUNTAIN") AND WILL RELEASE ELK MOUNTAIN FROM ANY AND ALL LIABILITY IF I OR ANY MEMBER OF MY FAMILY IS INJURED WHILE USING ANY OF THE ELK MOUNTAIN FACILITIES OR WHILE PRESENT ON ELK MOUNTAIN'S PROPERTY, EVEN IF I CONTEND THAT SUCH INJURIES ARE THE RESULT OF NEGLIGENCE, RECKLESSNESS, OR ANY OTHER IMPROPER CONDUCT ON THE PART OF ELK MOUNTAIN, I FURTHER AGREE THAT I WILL INDEMNIFY AND HOLD HARMLESS ELK MOUNTAIN FROM ANY LOSS, LIABILITY, DAMAGE OR COSTS OF ANY KIND THAT MAY OCCUR AS THE RESULT OF ANY INJURY TO MYSELF OR TO ANY PERSON FOR WHOM I AM SIGNING THIS AGREEMENT, EVEN IF IT CONTENDED THAT ANY SUCH INJURY WAS CAUSED BY THE NEGLIGENCE, RECKLESSNESS OR OTHER IMPROPER CONDUCT ON THE PART OF ELK MOUNTAIN. _____
INITIAL

Furthermore, I agree to the following terms:

- 1) I understand that there are inherent and other risks in the sport of skiing, snowboarding and other snow sliding activities, including the use of ski lifts and tows, (hereinafter referred to as "skiing"). These risks include, but are not limited to variations in snow, steepness and terrain, ice and icy conditions, moguls, rocks, trees and other forms of forest growth or debris (above or below the surface) bare spots, lift towers, utility lines and poles, snowmaking equipment including pipes, hydrants, snow guns, hoses and other component parts, fences and the absence of fences and other forms of natural or man-made obstacles on and/or off designated trails, as well as collisions with equipment, obstacles or other skiers; trail conditions vary constantly because of weather changes and skier use. I understand that all of the inherent risks of skiing present the risk of injury, that skiing is a dangerous risk sport, and that injures can be serious and even fatal. I HEREBY ACKNOWLEDGE, ACCEPT AND ASSUME THESE RISKS AND ALL OTHER RISKS THAT CAN AND DO EXIST IN THE SPORT OF SKIING. _____
INITIAL

- 2) I agree that Elk Mountain makes no representation that all of its trails or lifts will be open on all days or nights on which the ski area is open, nor does it make any representation of any minimum number of trails or lifts which will be open, nor of the condition of the trails which are open. _____
INITIAL
- 3) I agree that I will not participate in the sport of skiing or snowboarding while under the influence of drugs and/or alcohol. _____
INITIAL
- 4) I agree that I grant permission to Elk Mountain to utilize any photograph, videotape, motion picture, recording or other record of my use of its facilities for any legitimate purpose. _____
INITIAL
- 5) I agree that I will abide by and obey all notices as may be posted from time to time by the management of Elk Mountain, which may pertain to my responsibilities as a skier. _____
INITIAL
- 6) I agree that I will not ski out of control, out of bounds, too fast for conditions, recklessly engage in jumping, aerials, or any dangerous activity. _____
INITIAL
- 7) I agree that I will ski only on authorized trails and slopes when marked as "open" and not ski off trails, in the woods or on unlighted trails at night. _____
INITIAL
- 8) I agree that I will not operate any motor vehicle including but not limited to snowmobiles, motor cycles, motor bikes, or A.T.V.'s on any area of Elk Mountain property, AT ANY TIME OF THE YEAR, except standard licensed motor vehicles operated on specified designated roadways and parking areas (open to the public) of Elk Mountain. _____
INITIAL
- 9) I agree that I will abide by the rules and regulations for the use of a night season pass as established by Elk Mountain, from time to time and specifically, I AGREE NOT TO ALLOW THE USE OF MY SKIING PASS PRIVILEGES BY ANY OTHER PERSON AT ANY TIME. _____
INITIAL
- 10) I agree that I will NOT TRANSFER OR ATTEMPT to transfer my school program season night pass privilege to anyone else, either by allowing them to use or wear my pass at anytime or by giving or attempting to sell a lift ticket given to me because of an absent night seasons pass. _____
INITIAL
- 11) I AGREE THAT I WILL NOT ENGAGE IN ANY ACTIVITY OR CONDUCT, INCLUDING VERBAL, WHILE ON ELK MOUNTAIN PROPERTY WHICH IN THE SOLE OPINION OF ELK MOUNTAIN SKI RESORT, INC. MANAGEMENT, IS NOT IN THE BEST INTEREST OF ELK MOUNTAIN SKI RESORT, INC., ITS MANAGEMENT, DIRECTORS, EMPLOYEES, OR PATRONS. I SPECIFICALLY AGREE AND UNDERSTAND THAT IF, WITHOUT WRITTEN PERMISSION OF ELK MOUNTAIN, I ADVERTISE FOR OR OTHERWISE PROMOTE A BUSINESS WHICH IS IN DIRECT COMPETITION WITH ELK MOUNTAIN AND WHICH IS LOCATED WITHIN 15 MILES OF ELK MOUNTAIN, WHILE I AM ON ELK MOUNTAIN PROPERTY OR WHILE I AM REPRESENTING, OR APPEARING TO BE REPRESENTING, ELK MOUNTAIN OR AN ASSOCIATED ENTITY AT ANOTHER SKI AREA OR SKI VENUE, THAT SUCH CONDUCT IS NOT IN THE BEST INTEREST OF ELK MOUNTAIN. BY WAY OF ILLUSTRATION, BUT NOT LIMITATION, SUCH ACTIVITY WOULD INCLUDE THE USE OF COMPANY, BUSINESS OR PRODUCT LOGOS ON MY CLOTHING OR EQUIPMENT AND THE DISTRIBUTION OF BROCHURES, FLYERS OR OTHER PRINTED MATERIAL. _____
INITIAL

SCHOOL GROUP NAME _____ ADVISOR _____

12) I AGREE THAT I WILL NOT TRESPASS ON ANY AREA OF ELK MOUNTAIN SKI RESORT, INC. AT ANY TIME OF THE YEAR NOT SPECIFICALLY DESIGNATED AS A PUBLIC AREA, INCLUDING BUT NOT LIMITED TO ENTERING OR EXITING ELK MOUNTAIN PROPERTY OTHER THAN THROUGH ITS MAIN ENTRANCEWAY FROM RT 374, UNLESS OTHERWISE PERMITTED BY ELK MOUNTAIN SKI RESORT, INC. IN WRITING. I FURTHER AGREE THAT I WILL NOT TRESPASS ON ANY AREA OF ELK MOUNTAIN SKI RESORT INC.'S PROPERTY SPECIFICALLY ORDERED NOT TO DO SO. _____ INITIAL

C. I FURTHER ACKNOWLEDGE AND AGREE THAT MY FAILURE TO OBEY ANY OF THE ABOVE CONDITIONS, OR ANY MISSTATEMENT OF FACT ON THIS APPLICATION, IS CAUSE FOR REVOCATION OF MY SKIING PRIVILEGES WITHOUT REFUND FOR THE BALANCE OF THE SKIING SEASON, AND CAUSE FOR REFUSAL OF THE SALE OF SKIING PRIVILEGES TO ME BY ELK MOUNTAIN SKI RESORT, INC. IN FUTURE YEARS. _____ INITIAL

D. School Program Night Season Passes, MUST, in addition to the Night Lift Ticket, be worn on the upper body, on the outermost garment. The photo side of the pass should be displayed at all times. Passes may not be worn around the leg, ankle, or boot top. _____ INITIAL

E. I agree that if I make any claim against Elk Mountain or if I bring any lawsuit against it, I will do so only in the Court of Common Pleas of Susquehanna County, Pennsylvania, or in the United States District Court for the Middle District of Pennsylvania. _____ INITIAL

F. I further acknowledge and agree that this application is for the 2018/2019 ski season only and provides no proprietary rights or privileges by virtue of the purchase of this season pass Or discount book for the purchase of a season pass or discount book in future years. _____ INITIAL

G. Submission of this application does not assure acceptance. The applicant knowingly agrees that this application's acceptance is at the sole discretion of Elk Mountain Ski Resort Inc. and is accepted only if it is countersigned by an officer of Elk Mountain Ski Resort, Inc. _____ INITIAL

PAYMENT FOR THE APPROPRIATE AMOUNT MUST ACCOMPANY THIS APPLICATION. ACCEPTABLE FORMS OF PAYMENT ARE CASH, CHECK OR CREDIT CARD.

In consideration of all the foregoing and intending to be legally bound thereby, I hereunto set my hand and seal.

Witness to Applicant's Signature

Applicant's Signature

Date (of Applicant's Signature)

Signature of Parent or Guardian (if under 18)

Date (Elk Mt. Authorization)

Elk Mt. Officer or General Manager

School Program Season Night Pass # Issued

Please complete back of application.

THE SCHOOL PROGRAM NIGHT PASS IS VALID 4:00 P.M. TO CLOSE MONDAY THROUGH SATURDAY WHEN NIGHT SKIING IS AVAILABLE. PASS HOLDERS MUST OBTAIN A LIFT TICKET AT A TICKET WINDOW BEFORE BEGINNING TO SKI/SNOWBOARD.

DATE OF BIRTH: ____/____/____

PLEASE FILL OUT IN FULL AS THIS INFORMATION SHOWS ON YOUR PASS

M/F	Height	Eyes	Hair

NOTE: Please list any known allergies or illnesses below. Please feel free to add supplemental pages.
