2016/2017 China Peak Season Pass

Name_____ DOB_____Age_____

Address_____ Phone_____

City, St, Zip_____ Email_____

Prices valid December 25, 2016 – EOS

	Renew (from 15/16)	***New***
Super Senior (70+)	*$429*	*$459*
Senior (65-69)	*$529*	*$569*
Adult (30-64)	*$549*	*$599*
20 Something (20-29)	*$299*	*$339*
Teen (13-19)	*$279*	*$299*
Kids (6-12)	*$259*	*$279*
Child (5 & under)	*$39*	*$49*

A valid ID is required to pick up all season passes.
Pass prices are valid for age of participant at the time of purchase.

Upgrades and add ons:

Black pass and Powder Alliance	$75
Pass insurance*	$20

SEASON PASSES ARE NON-REFUNDABLE AND NON-TRANSFERABLE.
PURCHASE SEASON PASS INSURANCE AND PROTECT YOUR SEASON PASS INVESTMENT.

*Pass insurance is an additional $20 per pass. Reimbursement is in the form of a partial or full pass credit toward a 2017-2018 winter season pass. This is for an injury, pregnancy, military deployment and out of state relocation ONLY. The amount of credit is determined by the date the claim is made to the season pass office. Please see the pass insurance form for more details.

Please circle one: ACCEPT DECLINE

FOR OFFICE USE ONLY

TOTAL DUE_____ DATE_____

PAYMENT TYPE_____

EXP_____ CV CODE _____

China Peak is under special use permit Sierra National Forest

Last name

First name

2016/2017 Season Pass Insurance

Season pass insurance is provided to all eligible passholders who have paid the $20 premium for the current season at the time of season pass purchase. Insurance is non-refundable and is valid for the current 2016/2017 winter season only. Coverage is for the passholder only and does not include other family members such as spouse, dependent children or other family members. Insurance is available for paid season passes only.

There are **NO SEASON PASS REFUNDS**. Insurance coverage will provide a ***SEASON PASS CREDIT ONLY TOWARD A 2017/2018 SEASON PASS FOR THE INSURED PASSHOLDER.*** The terms of the season pass insurance ***DOES NOT*** guarantee a full credit. Credit will only be issued for the 2017-2018 winter season and will be **PRO-RATED** based on the date we receive notification, the pass purchase date, resort operating dates and amount paid for the pass. (Previous season pass credit is not available to be insured). A letter of credit will be issued only in the event that the insured passholder is prevented from using their season pass due to one of the following conditions:

Physical injury or illness that prevents you from skiing or snowboarding for a minimum of 30 consecutive days during the winter season

Military deployment Pregnancy Relocation out of the state of California

All conditions listed above require documentation to include physician's note AND proof of injury, military orders, or other as requested by the China Peak Season Pass Office. Under no circumstances will a letter of credit be carried over to the 2018/2019 or subsequent seasons.

CLAIMS

All claims must be submitted in writing no later than March 1, 2017 to the following address: China Peak Mountain Resort, Attention: Season Pass Office, PO Box 236, Lakeshore, CA 93634. The claim must include the necessary documentation along with the surrendered 2016/2017 season pass. All prorated amounts will be based on the **DATE WE RECEIVE YOUR CLAIM.**

Signature_____ Date_____

Season passes are non-refundable and non-transferable. If you choose to decline this offer, there will not be any type of compensation (ie., credit, refund or transfer) for non-use of a season pass for any reason.

CHINA PEAK SEASON PASS AGREEMENT

CHINA PEAK SEASON PASS: This program entitles the holder to ski/board at anytime during the 2016/2017 winter season. This Pass must be worn at all times that you ski/board at China Peak.

1. I understand that the above program is **non-transferable and non-refundable.** Allowing its use by any other person under any condition is cause for its immediate revocation by China Peak, without refund, and refusal to sell future programs.
2. I understand that this Pass remains the property of China Peak, and that China Peak retains the right to revoke the privileges of your program or refusal to sell future programs if you disregard any ski area policies or directions given by authorized China Peak personnel. (Such disregard would include cutting in line, skiing/boarding recklessly, etc.)
3. **I understand that my Season Pass must be in my possession at all times while skiing and riding. If I arrive at China Peak without my pass, I understand that I must purchase a lift ticket for the day.**
4. I understand that the extent of the season and conditions therein are subject to natural forces beyond the control of China Peak management and that China Peak makes no guarantee as to the number of days it will be open for skiing/boarding, or the quality of the conditions therein.
5. **I understand that lost/stolen passes must be reported to China Peak and that lost/stolen passes can be replaced for an additional fee of $25. There will be NO second replacement pass issued.**
6. I understand that China Peak mountain capacity, during certain peak times, may be limited by parking.
7. Lost/stolen passes may be suspended or voided if I fail to report them in a timely manner. If someone else is found to be using my lost/stolen pass, I understand that it may be immediately voided.

I, the undersigned, have read and understand the terms of the above China Peak Season Pass Agreement. It is binding upon myself, my heirs and assigns, and in the event that I am signing it on behalf of any minors, that I have full authority to do so, realizing its binding effect on them as well as myself. As a condition of holding a China Peak Season Pass and being permitted to use any and all lift facilities of the ski area, I further agree to assume all risk of personal injury or loss of damage to any of my property. I understand that I will be required to sign a **WINTER ACTIVITIES PARTICIPANT RELEASE** before I receive my season pass.

Participant or parent guardian signature: _____ Date: _____

CHINA PEAK

WINTER ACTIVITIES PARTICIPANT'S RELEASE

In consideration of China Peak Mountain Resort, LLC and its employees, agents, subcontractors, officers, owners, directors, affiliates and related corporations, hereinafter "CPMR", allowing "Participant" (PRINT NAME) _____ to participate in winter activities, including but not limited to ski or snowboard lessons, and snow sliding in its various forms at CPMR, it is agreed on behalf of Participant and for his/her heirs, assigns and representatives, (hereinafter collectively "Participant) that:

1. ASSUMPTION OF RISK - Winter Activities

Participant (and Guardian if Participant is a minor) is aware that participation in winter activities generally and particularly **THE SPORT OF SNOW SLIDING IN IT'S VARIOUS FORMS** (including the use of Alpine, Snowboard, Telemark, or Cross-Country equipment; specialized disabled snow sliding equipment; the use of Race Courses, Freestyle Parks, Terrain Features or Half Pipes; any intentional or unintentional jumping at any location; and the use of chairlifts or surface lifts) **INVOLVE RISKS OF PROPERTY DAMAGE, INJURY OR DEATH** that no amount of care, caution, instruction or expertise can eliminate. Such dangers include, but are not limited to, variations in terrain and surface conditions, falls, loss of control and collisions with other snow sliders or with natural and man-made objects. **PARTICIPANT FREELY ASSUMES ANY AND ALL RISKS**, whether they are marked or unmarked, **INCLUDING THE RISK OF ANY NEGLIGENCE OF CPMR.**

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INITIALS

2. ASSUMPTION OF RISK - Alpine Conditions

In addition to the above risks, Participant (and Guardian if Participant is a minor) understands and accepts that **SURFACE CONDITIONS** on roads, parking lots, walkways, stairs and any other area exposed to the elements of nature are subject to the deposit, melting and refreezing of snow, rain, sleet, hail and ice, and the presence of sand, cinders or gravel, any of which may also be tracked on to interior surfaces, such that **WALKING OR OTHER DAILY ACTIVITIES,** may become **DANGEROUS**, particularly in ski boots or snowboard boots, **PARTICIPANT**, (and Guardian if Participant is a minor) **FREELY ASSUMES ANY AND ALL RISKS of all surface conditions, INCLUDING THE RISK OF ANY NEGLIGENCE OF CPMR.**

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INITIALS

3. RELEASE FROM LIABILITY AND COVENANT NOT TO SUE

In consideration for being permitted to participate in winter activities at CPMR, **PARTICIPANT** (and Guardian if Participant is a minor) **AGREES TO FOREVER DISCHARGE AND RELEASE FROM ANY LEGAL LIABILITY AND TO NOT SUE CPMR** for any injuries, death or property damage caused by or resulting from any access to CPMR's premises or participation in any winter activities, **INCLUDING BUT NOT LIMITED TO INCIDENTS ARISING OUT OF CPMR's ALLEGED NEGLIGENCE.**

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INITIALS

4. INDEMNITY AGREEMENT

Participant (and Guardian if Participant is a minor) agrees for himself/herself and his/her heirs, assigns and representatives to **INDEMNIFY CPMR AND HOLD CPMR HARMLESS** from any and all losses, claims, actions, causes of action, or proceedings of any kind which may be initiated by any third party or by Participant or by any other person or organization of Participant's behalf, for any and all damages, judgments, costs, loss of services, or expenses, arising from the activities contemplated by this agreement, including but not limited to payment of attorney fees incurred by CPMR.

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INITIALS

5. MEDICAL CONDITIONS DISCLOSURE AND AUTHORIZATION

Participant (and Guardian if Participant is a minor) herby represents they are physically able to participate in snow sliding activities and authorizes any medical treatment deemed necessary in the event of any injury occurring while at China Peak Mountain Resort. Participant (and Guardian if Participant is a minor) either has appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf.

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6. PHOTOGRAPH AND MEDIA RELEASE

Participant (and Guardian if Participant is a minor) grants permission to **CPMR** to use Participant's image appearing in any photographs, videotape, motion picture or any other media for any of **CPMR's** advertising or promotional purposes whatsoever, in perpetuity throughout the world.

INITIALS

PARTICIPANT IS AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT HE/SHE IS RELEASING LEGAL RIGHTS FOR HIMSELF/HERSELF AND HIS/HER HEIRS BY SIGNING IT.

PARTICIPANT FURTHER EXPRESSLY AGREES THAT THE FOREGOING AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY LAW AND THAT IF ANY PORTION OR PARAGRAPH IS HELD INVALID, THE BALANCE SHALL CONTINUE IN FULL FORCE AND EFFECT.

	↓↓Please provide information in the spaces below↓↓ **Please print adult participant name *OR* if a minor, print responsible party name**
Address of name	
City, State,	
Telephone	
Email	

Signature of participant Date Age of participant

THIS SECTION BELOW IS ONLY REQUIRED IF PARTICIPANT IS A MINOR

On behalf of the above person, who is a minor, I agree for said minor and myself to be bound by all terms and conditions of the foregoing agreement, including to INDEMNIFY AND HOLD HARMLESS CPMR as set forth above.

Signature of Parent, Guardian or Resis under 18 years of age Date Age of parent