



# 2023/2024 SEASON PASS APPLICATION & RELEASE OF LIABILITY.

## ANYTIME SEASON PASS GOOD DAY AND NIGHT WITH NO RESTRICTIONS FROM MARCH 11, 2023 UNTIL THE END OF THE 2022/2023 SEASON AND DURING THE ENTIRE 2023/2024 SEASON.

\_\_\_\_ Adult Season Pass: Adults (ages 23 - 69)

\_\_\_\_ Young Adult Season Pass: Young Adults (ages 13 - 22)

\_\_\_\_ Child Season Pass: Children (ages 6 - 12)

\_\_\_\_ Young Child Season Pass: Children (ages 5 & under). First two (2) Young Child Season Passes are free with qualifying Adult Season Pass purchased. \$99 for each additional Young Child or to purchase without qualifying Adult.

\_\_\_\_ Senior Season Pass: Adult (ages 70 - 74)

\_\_\_\_ Free Senior Season Pass: Adult (ages 75 & over)

(Age is determined on January 1, 2024 - ID or birth certificate required for all passholders)

### PASS HOLDER:

Name: \_\_\_\_\_ Age: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Email: \_\_\_\_\_



**PARK SMART**

**Start Small**

Work your way up. Build your skills.

**Make a Plan**

Every feature. Every time.

**Always Look**

Before you drop.

**Respect**

The features and other users.

**Take it Easy**

Know your limits. Land on your feet.

IN ADDITION TO THE BENEFITS LISTED, SEASON PASS CARDS CAN BE RE-USED UPON RENEWAL, SO BE SURE TO SAVE YOUR SEASON PASS AND RECEIVE A DISCOUNT ON FUTURE PROCESSING FEES. THERE IS A \$10.00 PROCESSING FEE PER SEASON PASS AND ALL ORDERS ARE TAKEN ON A FIRST-COME, FIRST-SERVE BASIS.

I agree that the "Cali Pass" Season Pass ("Season Pass") for Mountain High, Dodge Ridge, China Peak and Bear Valley (collectively "Resorts") must be available for all Lift Attendants to view in order to use the facilities at the Resorts, and that the Resorts will not be responsible if the Season Pass is lost or stolen. I agree that permission to use the Season Pass is granted solely to the individual to whom it is issued, and that Season Passes may not be re-sold or transferred to anyone. I agree that misuse of the Season Pass, including misconduct, providing false information on this application, transfer or resale of the pass, or tampering in any way, will result in forfeiture of the Season Pass without refund. If my Season Pass is lost or stolen, I agree that I must contact the Season Pass Office immediately, and to obtain a replacement Season Pass, I will be charged \$15.00 the first time, and \$40.00 each time thereafter.

\_\_\_\_\_(Initial)

I agree that the Resorts will not carry over credit due to injury or illness, and that the Resorts at their discretion will determine the length of season and the number of lifts in operation at any one time based on snow conditions and other variables. I AGREE THERE ARE NO REFUNDS FOR LACK OF SNOW, LENGTH OF SEASON, OR ANY OTHER REASON. \_\_\_\_\_(Initial)

I consent to the use by the Resorts of any pictures (video and print) for commercial purposes or otherwise, of myself (or my children) in connection with my activities at the Resorts. I agree these photos or other materials are the sole property of the Resorts and may be used at their discretion. Additionally, I agree and understand I will receive no compensation for their use either now or in the future.

\_\_\_\_\_(Initial)

I have read and agree to YOUR RESPONSIBILITY CODE and TERRAIN PARK RESPONSIBILITIES (stated within) and to follow them whenever I ski or snowboard at the Resorts. I further understand that the California Penal Code ("P.C.") states that the following conduct may be misdemeanors punishable by a fine of up to \$1,000 and/or six months in jail:

- (1) Skiing/Snowboarding within or entering a CLOSED area [P.C. §602(r)];
- (2) Leaving the accident scene if involved in a collision, except to notify authorities or obtain assistance [P.C. § 653i];
- (3) using or attempting to use the ski area facilities or services without paying [P.C. § 537(a)]. \_\_\_\_\_(Initial)

### YOUR RESPONSIBILITY CODE

- 1 Always stay in control. You must be able to stop or avoid people or objects.
- 2 People ahead or downhill of you have the right-of-way. You must avoid them.
- 3 Stop only where you are visible from above and do not restrict traffic.
- 4 Look uphill and avoid others before starting downhill or entering a trail.
- 5 You must prevent runaway equipment.
- 6 Read and obey all signs, warnings and hazard markings.
- 7 Keep off closed trails and out of closed areas.
- 8 You must know how and be able to load, ride and unload lifts safely. If you need assistance, ask the lift attendant.
- 9 Do not use lifts or terrain when impaired by alcohol or drugs.
- 10 If you are involved in a collision or incident, share your contact information with each other and a ski area employee.

**Know and Obey the Code.  
It's Your Responsibility.**

If you need help understanding the Code, please ask an employee.

OFFICE USE ONLY

Copy upon request

Know before you go!  
❄️ TERRAIN PARK  
RESPONSIBILITIES:

*I understand that if I enter a terrain park, I must inspect the elements and terrain before I ski or snowboard over them to evaluate the risks and degree of difficulty before participating.*  
*I understand that throughout the day snow conditions and terrain features will change.*  
*I am solely responsible for knowing and understanding my ability to encounter all terrain features.*  
*If you don't know, don't go!*

PLEASE READ:

ASSUMPTION OF RISK - Winter Activities

Participant is aware that participation in winter activities generally at Mountain High, Dodge Ridge, China Peak and Bear Valley (collectively “THE RESORTS”) and particularly the SPORT OF SNOW SLIDING IN ITS VARIOUS FORMS, including, but not limited to, the use of Alpine, Snowboard, Telemarking, Snow Tubes, Sleds, Specialized Adaptive (Disabled) or other snow sliding equipment, the use of “All Mountain Freestyle Parks,” terrain features, features that may exist on any open trails, boxes, rails, any intentional or unintentional jumping at any location, and the use of chairlifts or surface lifts (collectively “Winter Activities”) INVOLVE INHERENT 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/or manmade objects, continually changing weather conditions, moguls, bare spots, rocks, ruts, ropes, poles, grooming vehicles, snowmobiles and the failure to ski/board within one’s own ability. Such risks and dangers are recognized and accepted whether they are marked or unmarked. THE PARTICIPANT FREELY AND VOLUNTARILY ASSUMES ANY AND ALL RISKS arising from or related to participation in Winter Activities, INCLUDING THE RISK OF ANY ACTUAL OR ALLEGED NEGLIGENCE OF Mountain High Reunited LLC., Dodge Ridge Mountain Resort LLC., China Peak Mountain Resort LLC. and Bear Valley Mountain Resort LLC. or any of their parent and/ or any affiliated companies, resorts, owners, employees, agents, officers, directors, successors, insurers and landowners (collectively “THE RELEASEES”).

ASSUMPTION OF RISK – Use of Premises

In addition to the above risks, Participant understands and voluntarily accepts that the use of the premises at THE RESORTS, including, without limitation, surfaces, roads, parking lots, walkways, stairs and any other areas that may be exposed to the elements of nature (collectively “Premises”) are subject to the deposit, melting and refreezing of snow, rain, hail and ice, and, that snow, ice, debris and other materials may be tracked indoors, such that WALKING OR OTHER DAILY ACTIVITIES at the Premises may be DANGEROUS and involve the RISK OF PROPERTY DAMAGE, INJURY OR DEATH. PARTICIPANT FREELY AND VOLUNTARILY ASSUMES ANY AND ALL RISKS arising from or related to the use of the Premises, INCLUDING THE RISK OF ANY ACTUAL OR ALLEGED NEGLIGENCE OF THE RELEASEES.

RELEASE OF LIABILITY AND COVENANT NOT TO SUE

As a condition of and in consideration for being allowed to voluntarily participate in Winter Activities and exercise pass privileges at THE RESORTS, PARTICIPANT AGREES TO NOT SUE AND TO FOREVER WAIVE, DISCHARGE AND RELEASE THE RELEASEES FROM ANY AND ALL LEGAL LIABILITY FOR PROPERTY DAMAGE, INJURY OR DEATH arising from or related to the use of the Premises or participation in Winter Activities, including but not liited to, INCIDENTS ARISING FROM ANY ACTUAL OR ALLEGED NEGLIGENCE OF THE RELEASEES. I UNDERSTAND THAT THIS IS A LEGALLY BINDING CONTRACT and is intended to be a general release of liability that shall be construed as broadly as the law allows in favor of THE RELEASEES

AGREEMENT TO DEFEND AND INDEMNIFY

Participant agrees for himself/herself and his/her heirs, assigns and representatives TO DEFEND, INDEMNIFY AND TO HOLD THE RELEASEES HARMLESS from any and all losses, claims, attorneys fees and costs, actions, causes of action, or proceedings of any kind which may be initiated by Participant or by any other person or organization on Participant’s behalf arising from or related to the use of the Premises or participation in Winter Activities, including demands for damages, judgments, attorney’s costs, loss of services or expenses, TO THE FULLEST EXTENT OF THE LAW.

GOVERNING LAW, JURISDICTION AND SEVERABILITY

Participant agrees that ALL CLAIMS for injury, death and/or loss against THE RELEASEES arising from or related to the use of the Premises or participation in Winter Activities SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA WHERE THE ALLEGED INCIDENT OCCURRED and that EXCLUSIVE JURISDICTION shall be in a court of competent jurisdiction in the specific County in the State of California where the alleged incident occurred. Participant agrees that if any portion of this agreement is held invalid, the balance shall remain in full legal force and effect.

BOUNDARIES

Be advised: Areas beyond the ski area boundary are not patrolled or maintained, and avalanches and other hazards may exist. Read and obey all posted signs and warnings. Going beyond a boundary or ignoring posted signs may result in revoked privileges. Additionally, any search and rescue attempt beyond resort boundaries may not be possible, and you, your assigns and heirs may be responsible for search and rescue costs.

THIS IS A RELEASE OF LIABILITY, YOU HAVE VOLUNTARILY ENTERED INTO THE ABOVE AGREEMENT, DO NOT SIGN IF YOU DO NOT AGREE TO ALL TERMS AND CONDITIONS.

I do read and understand English and can enter into this agreement:

BY SIGNING BELOW ON BEHALF OF ANY PERSON OTHER THAN MYSELF, I ALSO REPRESENT AND WARRANT THAT I HAVE THE LEGAL CAPACITY AND THE EXPRESS CONSENT TO SIGN THIS AGREEMENT AS THE SPOUSE, PARENT OR LEGAL GUARDIAN OF THE PASS HOLDER NAMED BELOW. I authorize a licensed physician or other medical care provider to carry out any emergency medical care for the pass holder, and I acknowledge that the pass holder shall be bound by all the terms of this Agreement. By signing this Agreement without a parent or legal guardian’s signature, I represent that I am at least 18 years old.

Pass Holder Signature	Print Name	Date
<p>I, _____, as parent/guardian of _____, a minor child, have the authority to enter into this agreement on behalf of the named minor. On behalf of the above named person, who has been identified as a minor, I agree as parent/guardian of the named minor to be bound by all terms and conditions of this agreement, including to IDEMNIFY AND HOLD THE RELEASEES HARMLESS as set forth above.</p> <p>PERSONS UNDER 18 MUST PRESENT AN ORIGINAL RELEASE FORM SIGNED AT THE RESORT AND/OR A NOTARIZED RELEASE BEFORE THEIR PASS MAY BE ISSUED. IF THE INDIVIDUAL USING THE PASS IS UNDER 18, THEN THE PARENT OR LEGAL GUARDIAN MUST SIGN AT THE RESORT WITH A VALID ID. IF A YOUNG ADULT PASS IS PURCHASED AND THE PASSHOLDER IS UNDER 18, BOTH THE PARENT AND PASSHOLDER MUST SIGN.</p>		

Parent/Guardian Signature	Print Parent/Guardian Name	Date								
<p>OFFICE USE ONLY</p> <table><tr><td>Last 4 Digits of Card # _____</td><td>Home Mountain: <input type="checkbox"/> Bear Valley    <input type="checkbox"/> China Peak    <input type="checkbox"/> Dodge Ridge    <input type="checkbox"/> Mountain High</td></tr><tr><td>Type:    <input type="checkbox"/> MC    <input type="checkbox"/> Visa    <input type="checkbox"/> Disc    <input type="checkbox"/> Amex</td><td>Season Pass Type: _____</td><td>Price: _____</td></tr><tr><td>Cardholder Name: _____</td><td colspan="2"></td></tr></table>			Last 4 Digits of Card # _____	Home Mountain: <input type="checkbox"/> Bear Valley <input type="checkbox"/> China Peak <input type="checkbox"/> Dodge Ridge <input type="checkbox"/> Mountain High	Type: <input type="checkbox"/> MC <input type="checkbox"/> Visa <input type="checkbox"/> Disc <input type="checkbox"/> Amex	Season Pass Type: _____	Price: _____	Cardholder Name: _____		
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