

Hilltop Ski Area

2020/21 SEASON PASS AGREEMENT

I, _____, (print name of pass holder) a season pass holder at Hilltop Ski Area (" Hilltop"), understand and agree to the following:

1. My season pass must be worn or be in my possession at all times when I ski/ride at Hilltop. This pass is non-transferable and non-refundable except as outlined in paragraph 4. I agree that I will NOT share nor allow another person to use my season pass under any circumstance or condition. My sharing of my season pass will result in immediate revocation of my season pass without refund and will also result in fines and revocation of skiing/riding privileges for one full year for both me and the person caught using my season pass.

2. Regular season passes are valid for any day the Hilltop is open to skiing or riding for the 2020/21 season with no blackout dates. Hilltop reserves the right to vary the length of the season due to weather condition. This pass will expire after Hilltop's last day of operations in the spring of 2021.

3. Season Pass Refund Policy: In the event I am injured, or become ill or pregnant, following Hilltop's receipt of a written order from your medical physician, Hilltop will transfer your season pass for use the next season. No refunds will be given for any reason if I have used my pass twenty or more days of the ski season. No refunds will be given after Feb. 1, 2021 for any reason regardless of how many times I have used my season pass. A refund request must be accompanied by a doctor's note stating that the pass holder cannot ski/ride for the remainder of the ski season. **Initials:** _____

Failure to use or pick up my season pass during the ski season will not result in a refund nor will the season pass roll over to the next ski season. **Initials:** _____

4. If my Season Pass is forgotten, lost, stolen, damaged, defaced or otherwise unusable, a replacement pass will be issued for a fee of \$10.00. I understand that I must pay \$10.00 for all replacement passes. If the Season Pass is lost or stolen, I agree to immediately inform the Hilltop Ticket Office so my pass can be deactivated and a new pass issued. I understand that my replaced pass will be deactivated and will not work at the gates. **Initials:** _____

5. The season pass remains the property of Hilltop. Hilltop retains the right to revoke my pass and refuse to sell me future passes if I disregard ski area policies or if I disregard directions given to me by authorized Hilltop personnel or if I disregard posted signage. A list of conduct violations and disciplinary actions is available for review at the Hilltop Ticket Office or the Ski Patrol Office. **Initials:** _____

6. With respect to Avalanche / Terrain & Trail Closures, I agree to obey all terrain closures and posted signage. If I am caught out of bounds, I will lose my season pass and skiing privileges for 30 days from the date of the infraction. A second offense will result in loss of my season ski pass and ski privileges for 365 days from the date of the infraction. In both instances, I will be required to pay fines and be subject to prosecution to the fullest extent of the law. If I am injured while skiing or riding on closed terrain and am rescued, I agree to pay for all costs of my rescue, including, time, materials, and any injuries sustained by any rescuer. **Initials:** _____

7. The duration of the ski season, the skiing conditions and the amount of ski hill open for the public are subject to natural forces beyond the control of Hilltop. Hilltop makes no guarantee or representation as to the quality of the skiing conditions, the number of days and/or nights which the Ski Area, or portions of the Ski Area, will be open or which portions of the Ski Resort will be closed for skiing, or the number of lifts that will operate. **Initials:** _____

I understand that under Alaska law, THE RISK OF AN INJURY TO PERSON OR PROPERTY RESULTING FROM ANY OF THE INHERENT DANGERS AND RISKS OF SKIING RESTS WITH THE SKIER. INHERENT DANGERS AND RISKS OF SKIING INCLUDE CHANGING WEATHER CONDITIONS; EXISTING AND CHANGING SNOW CONDITIONS; BARE SPOTS; ROCKS, STUMPS AND TREES; COLLISIONS WITH NATURAL OBJECTS, MAN-MADE OBJECTS, OR OTHER SKIERS, VARIATIONS IN TERRAIN; AND THE FAILURE OF SKIERS TO SKI WITHIN THEIR OWN ABILITIES. In addition, I understand that AVALANCHES AND SNOW SLIDES MAY OCCUR AT SKI AREAS, BOTH INSIDE AND OUTSIDE OF THE POSTED BOUNDARIES AND THAT AVALANCHES ARE AN INHERENT RISK OF SKIING DUE TO THE NATURE OF SNOW AND ITS APPLICATIONS ON MOUNTAINOUS TERRAIN. **Initials:** _____

In the event that a court of competent jurisdiction determines that avalanches and/or snow slides are not covered by Alaska's Ski Liability, Safety, and Responsibility Act (AS Sections 05.45.010 - 05.45-210), then in that event, I hereby release Youth Exploring Adventure Inc. dba Hilltop Ski Area, its board of directors, employees and agents, from any and all injuries, damages, death, loss of equipment and any pain and suffering resulting as a result of my involvement in any

avalanche or snow slide at Hilltop, including avalanches and snow slides both inside and outside Area boundaries. In no event shall anything contained in this paragraph release or forgive Hilltop of its responsibilities pursuant to AS Section 05.45.040. **Initials:** _____

Much of Hilltop lies upon property owned by the Municipality of Anchorage. Hilltop leases much of its ski terrain or has a permit to operate a ski area upon property owned by the Municipality of Anchorage. Hilltop maintains the right and authority to close areas due to avalanche or terrain hazards, or for the protection of public health and safety. Violations of these closures may be punished by a fine and / or revocation of skiing privileges. I understand all policies regarding my season pass. I have been informed of the terms, conditions and limitations pertaining to my season pass (and/or that of my child). I understand and accept them. **Initials:** _____

A SKIER OR RIDER IN VIOLATION OF THE ABOVE POLICIES OR OTHER ESTABLISHED HILLTOP POLICIES WILL BE SUBJECT TO FINES AND/OR REVOCATION OF SKIING/RIDING PRIVILEGES. If I am a parent or guardian of children with an Hilltop season pass, I accept responsibility for informing my children of Hilltop policies governing the use of season passes as well as all general policies and rules that govern skiing/riding at Hilltop. I accept full responsibility for my child's actions while he or she is at Hilltop. I also acknowledge that I am consenting to the terms, conditions and releases contained herein on behalf of my minor child or for the minor child for whom I have been appointed legal guardian. **Initials:** _____

I represent that I read and accept all the terms of the Release of Liability and I am to whom the product is assigned; in the case of a minor, I am the parent or legal guardian of the above named or I am otherwise legally authorized to accept and sign on behalf of the above mentioned.

Signature _____