

SKI UTAH YETI PASS
TERMS AND CONDITIONS OF USE AND RELEASE OF LIABILITY

1. The YETI PASS is good for one (1) day of skiing at each participating Utah alpine ski area during the 2018-19 season. The YETI PASS is only good when a participating ski area is open to the public. **Deer Valley Resort does not honor the YETI PASS December 26, 2018 - December 31, 2018, and February 16 - 18, 2019 due to their limitation of total daily lift ticket sales. Additionally, Solitude Mountain Resort does not honor the YETI PASS December 26, 2018 – January 1, 2019 and February 17-19, 2019.**
2. The purchaser and user of the YETI PASS acknowledges that skiing/snowboarding is an inherently dangerous activity and explicitly agrees to assume any and all risks of injury, property damage, or death associated with his/her participation in the sports of skiing and snowboarding. If the purchaser of the Yeti Pass can no longer use their pass due to injury or any other reason, the pass is non-refundable.
3. The Utah Ski & Snowboard Association/Ski Utah and the ski areas honoring the YETI PASS do not assume responsibility for weather, snow conditions, or any other factor that may prevent the pass holder from receiving the full benefit of the pass.
4. The holder of this YETI PASS is subject to all rules and regulations in effect at each ski area; the holder is not entitled to any special privileges or exemptions. The purchaser acknowledges that Utah law provides that "no skier may make any claim against, or recover from, any ski area operator for injury resulting from any of the inherent risks of skiing." Utah Code Ann. '78-27-53. Your lift ticket may be confiscated by the management of any ski area if, in its judgment, the pass holder fails to obey rules and/or directions. Any resort may revoke a YETI PASS holder's use of the pass if, at the resort's discretion, the holder of this pass should have skiing/snowboarding privileges revoked without refund.
5. Your YETI PASS may be canceled, without any refund, at the discretion of the Utah Ski & Snowboard Association/Ski Utah, if you abuse your skiing/snowboarding privilege by acts, which endanger yourself or others, or by willful violation of any YETI PASS terms and conditions. Skier/snowboarder days are accounted for at each ski area.
6. Your YETI PASS is non-transferable. Only one ticket at each resort will be issued during the 2017-18 season, per YETI PASS. You must present your state/government/school issued ID with the same name at the ticket window to redeem your lift ticket. Lift tickets will only be issued for the same day they are presented at the ticket window. All lift ticket vouchers in the YETI PASS booklet must be completely attached and intact when presented at resort ticket window. Each YETI PASS presented for a lift ticket (at participating Resorts) will be held until you are observed attaching the lift ticket to your clothing. **Lift tickets received in exchange for your YETI PASS may not be sold or transferred on or off ski area premises.** The ski areas can confiscate cards and violators are subject to prosecution for theft of services for YETI PASS users reselling their lift tickets on or off the ski area premises. The Utah Ski & Snowboard Association/Ski Utah reserves the right to revoke without refund or refuse sale of the YETI PASS to anyone who willfully violates any YETI PASS or ski area rules or directions.
7. **No replacements** of the YETI PASS **will be issued for any reason** even in the event of loss, theft or damage of any kind to your YETI PASS.
8. Purchaser agrees to **release from liability, to defend, indemnify, and hold harmless** the Utah Ski & Snowboard Association/Ski Utah, and participating ski areas, their respective employees, agents, officers and associated corporate entities from any and all claims arising out of the use of the YETI PASS, including for claims resulting allegedly from the Utah Ski and Snowboard Association's, Ski Utah's and/or any participating ski area's **NEGLIGENCE**.
9. Severability: To the extent any portion of this Agreement is deemed unenforceable, all other portions of this Agreement will remain enforceable to the fullest extent of the law.

COST OF SKI UTAH YETI PASS: \$649

Jurisdiction Limitation - As a condition of using a ski area's facilities, I and anyone using my Yeti Pass as my assignee or successor-in-interest agree(s) that any litigation or arbitration that is initiated for my or her/his benefit against a Utah ski area shall be brought in the appropriate Federal Court in Utah or the State Court in the County in Utah where that ski area has its mountain operation headquarters and that the laws of the State of Utah shall apply.

Please indicate your acceptance of the terms and conditions of use by signing one copy of this document and returning it to Ski Utah.

SKI UTAH YETI PASS HOLDER

DATE

Please print name

Signature