2013-14 Utah Ski & Snowboard Association
Gold Pass Purchase Agreement

Please reserve _____ 2013-14 Utah Ski & Snowboard Association Gold Pass(es) in the individual or organization name listed below:

Company Name_____

Contact Name_____

Address_____

City, State, Zip_____

Phone_____

E-mail_____

Name on Pass (es):_____

_____

Purchase price is $3,999. Payment in full is requested with this purchase agreement by **August 2, 2013**. If payment is not received by this time, you may forfeit the right to renew your pass to others on the wait list. These passes will be sold based on order of receipt of signed purchase agreement **and payment**.

Ski Utah appreciates cash or check payment. Payment can be returned to:

Utah Ski & Snowboard Association
150 West 500 South
Salt Lake City, UT 84101
Attn: Justin Davis
Email: justin@skiutah.com
Phone: (801) 214-9203
Fax: (801) 521-3722

UTAH SKI & SNOWBOARD ASSOCIATION GOLD PASS
TERMS AND CONDITIONS OF USE

1. FIFTY DAYS SKIING AT EACH RESORT. The GOLD PASS is good for up to fifty (50) days of skiing at each participating Utah alpine ski area and cross country ski area. Use of the pass is strictly limited to **one lift ticket per day** during the 2013-2014 ski season. The GOLD PASS is only good when a participating ski area is open to the public. Deer Valley does not honor the GOLD PASS December 26, 2013 to January 1, 2014, due to their limitation of total daily lift ticket sales.

2. The purchaser and user of the GOLD 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.

3. The Utah Ski and Snowboard Association and the ski areas honoring the GOLD 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 GOLD 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 GOLD PASS card 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 GOLD PASS may be canceled, without any refund, at the discretion of the Utah Ski & Snowboard Association, if you abuse your skiing/snowboarding privilege by acts that endanger yourself or others or by willful violation of any GOLD PASS terms and conditions. Skier/snowboarder days are accounted for at each ski area.

6. Your GOLD PASS is transferable. All transferees (users) must sign the charge slip for their lift ticket at applicable Resorts. Only one ticket will be issued to each individual presenting a GOLD PASS. Each GOLD PASS presented for a lift ticket (at participating Resorts) will be held until the individual is observed attaching the lift ticket to their clothing. All transferees are subject to the same terms and conditions as the original pass holder. The transferor remains responsible for use or misuse of the pass by the transferees. **Lift tickets received in exchange for your GOLD 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 GOLD PASS users reselling their lift tickets on or off the ski area premises. The Utah Ski & Snowboard Association reserves the right to revoke without refund or refuse sale of the GOLD PASS to anyone who violates any GOLD PASS or ski area rules or directions.

7. In the event of loss or theft of your GOLD PASS, you must notify the UTAH SKI & SNOWBOARD ASSOCIATION at its offices, 150 West 500 South, Salt Lake City, Utah 84101, (801) 534-1779. Your GOLD PASS may be replaced upon payment of a $150 fee. Neither the UTAH SKI AND SNOWBOARD ASSOCIATION nor the redeeming ski area, assume responsibility for unauthorized use of any GOLD PASS until after the theft has been properly reported to the Utah Ski & Snowboard Association at the above location. The charge to replace a damaged GOLD PASS is $150, if the damaged pass is returned to the Utah Ski & Snowboard Association.

8. Purchaser, on his/her own behalf, as well as on behalf of those to whom he transfers the GOLD PASS, agrees to **release from liability, to defend, indemnify, and hold harmless** the Utah Ski & Snowboard Association 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 GOLD PASS, including for any claims resulting allegedly from the Utah Ski and Snowboard Association's, Ski Utah's and/or any participating ski area's **NEGLIGENCE**.

9. 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 THE UTAH SKI & SNOWBOARD ASSOCIATION GOLD PASS: $3,999

Jurisdiction Limitation - As a condition of using a ski area's facilities, I and anyone using my Gold 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 noted above by signing one copy of this document and returning it to the Utah Ski & Snowboard Association.

UTAH SKI & SNOWBOARD ASSOCIATION GOLD PASS HOLDER

Please print name

Signature