



2019/20 Ski Utah Silver Pass Purchase Agreement

Please reserve one 2019/20 Ski Utah Silver Pass in the individual's name listed below.

Name on Pass _____

Address _____

City, State, Zip _____

Phone _____ Email Address: _____

_____ I will submit a new photo _____ Please use last year's photo

Purchase price is \$3,500. (All sales are final)

SKI UTAH SILVER PASS TERMS AND CONDITIONS OF USE

1. DEFINITIONS

- a. The term "You" or "Your" as used herein shall mean the purchaser of a Ski Utah Silver Pass.
 - b. The term "SILVER PASS," whether singular or plural, shall mean the Ski Utah Silver Pass.
2. Your SILVER PASS may not be transferred to other individuals. Only one ticket will be issued to the individual presenting a SILVER PASS. Each SILVER PASS presented for a lift ticket (at participating resorts) will be held until the individual is observed attaching the lift ticket to their clothing. **Lift tickets received in exchange for your SILVER 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 SILVER 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 SILVER PASS to anyone who violates any SILVER PASS or ski area rules or directions.
 3. The Ski Utah SILVER PASS is good for skiing at each participating Utah alpine ski area and cross-country ski. Use of the pass is strictly limited to **one lift ticket per day** during the ski season. The SILVER PASS is only good when a participating ski area is open to the public.
 4. You are subject to all rules and regulations in effect at each ski area; the holder is not entitled to any special privileges or exemptions. The Utah Ski & Snowboard Association/Ski Utah and the ski areas honoring the SILVER 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. 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 SILVER 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 SILVER 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 that endanger yourself or others or by willful violation of any SILVER PASS terms and conditions.
 6. In the event of loss, theft or damage of your SILVER PASS, you must notify Ski Utah at (801) 534-1779. Your SILVER PASS may be replaced upon payment of a \$200 fee. Neither the Utah Ski & Snowboard Association/Ski Utah nor the redeeming ski area, assume responsibility for unauthorized use of any SILVER PASS until after the theft has been properly reported to Ski Utah at the above location.
 7. You agree 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 SILVER PASS, including for any claims resulting allegedly from the Utah Ski & Snowboard Association's, Ski Utah's and/or any participating ski area's **NEGLIGENCE**. You acknowledge that skiing/snowboarding is an inherently dangerous activity and explicitly agree to assume any and all risks of injury, property damage, or death associated with his/her participation in the sports of skiing and snowboarding. You, and any user of Your Silver Pass, acknowledge 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. § 78B-4-403. The rights, obligations, and releases of liability contained herein shall be independent from, and additional to, any rights, obligations or releases You may be subject to, and to the extent any provisions herein conflict with any other release of liability, the release that most favors the ski resort and/or the Utah Ski & Snowboard Association/Ski Utah (in their discretion) shall control.
 8. As a condition of using a ski area's facilities, You agree that any claims or litigation 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.

By signing this document, You agree to purchase one Silver Pass and accept the terms and conditions noted above
Ski Utah, 2749 E. Parleys Way, Suite 310, Salt Lake City, UT 84109 keane@skiutah.com 801-534-1779

Signature

Date