



## 2020/21 Ski Utah Gold Pass Purchase Agreement

Please reserve \_\_\_\_\_ 2020/21 Ski Utah Gold Pass(es) in the name listed below.

Company and Contact Name \_\_\_\_\_

Name Printed on Pass(es) \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone \_\_\_\_\_ Contact Email: \_\_\_\_\_

\_\_\_\_\_ Pay Full Balance -or- \_\_\_\_\_ Pay 25% deposit + invoicing schedule (Outlined in Section 10)

Purchase price is \$5,818.50 (includes tax)

All sales are final

### **SKI UTAH GOLD 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 Gold Pass.
- b. The term "GOLD PASS," whether singular or plural, shall mean the Ski Utah Gold Pass.
2. Your GOLD PASS may be transferred to other individuals. 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 rights, obligations, liability releases, terms and conditions as the original pass holder. You remain 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/Ski Utah 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.
3. The Ski Utah GOLD PASS is good for skiing at each participating Utah alpine ski area and cross-country ski area. The GOLD PASS is only good when a participating ski area is open to the public.
4. You and any person you authorize to use Your 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 Utah Ski & Snowboard Association/Ski Utah and the ski areas honoring the GOLD PASS do not assume responsibility for weather, snow conditions, force majeure, 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 GOLD 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 GOLD 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 GOLD PASS terms and conditions.
6. In the event of loss, theft or damage of your GOLD PASS, you must notify Ski Utah at (801) 534-1779. Your GOLD 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 GOLD PASS until after the theft has been properly reported to Ski Utah at the above location.
7. You, as well as anyone who uses Your GOLD PASS, agree to **release from liability, waive 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 or losses arising out of or related to the use of the GOLD PASS, including any claims resulting allegedly from the Utah Ski & Snowboard Association's, Ski Utah's and/or any participating ski area's **NEGLIGENCE**. You and any user of Your GOLD PASS 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 Gold 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 other rights, obligations or releases You or Your authorized Gold Pass users may be subject to at any participating ski area, 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 and anyone using Your GOLD PASSES agree(s) 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.
9. You have the option defer your Gold Pass(es) to the 2021/22 season for any reason at no additional fee. You must notify Ski Utah no later than 5:00 PM (MST) on Monday November 2<sup>nd</sup>, 2020 of your intention to defer. Ski Utah will keep the full amount paid on each GOLD PASS and move your reservation to the 2021/22 season. Deferments are not eligible for refunds.
10. 25% nonrefundable deposit of due upon signing of agreement. Remaining balance shall be due as follows: 25% on or before 7/1/20, 25% on or before 8/1, 25% on or before 9/1/20. Failure to adhere to schedule will result in forfeiture of deposit and reserved passes being released.

By signing this document, You agree to purchase the stated number of Gold Passes and accept the terms and conditions noted above  
Ski Utah, 2749 E. Parleys Way, Suite 310, Salt Lake City, UT 84109 [keane@skiutah.com](mailto:keane@skiutah.com) 801-534-1779

Signature \_\_\_\_\_

Date \_\_\_\_\_