

25/26 DAILY TICKET AGREEMENT

I HEREBY AGREE TO THE FOLLOWING STATEMENTS.

DAY TICKETS ARE NONREFUNDABLE AND NONTRANSFERABLE, AND ANY LOST OR STOLEN PASS SHOULD BE REPORTED IMMEDIATELY TO INFO@TUSSEYMOUNTAIN.COM OR TO STAFF AT THE TICKET OFFICE TO BE DEACTIVATED. ANY LOST OR STOLEN RFID CARD CAN BE REPLACED BY PAYING A \$5.00 REISSUING FEE VIA ESTORE.TUSSEYMOUNTAIN.COM OR IN PERSON IN THE TICKET OFFICE.

I ASSUME AND UNDERSTAND THAT SKIING, SNOWBOARDING, AND SNOW TUBING CAN BE HAZARDOUS. TRAIL CONDITIONS VARY CONSTANTLY BECAUSE OF WEATHER CHANGES AND SKIER USE. ICE, VARIATIONS IN TERRAIN, MOGULS, ROCKS, FOREST GROWTH AND DEBRIS, LIFT TOWERS, OBSTACLES, HAZARDS, OTHER SKIERS, EXIST THROUGHOUT THE AREA. I AM AWARE THAT SNOWMAKING AND SNOW GROOMING MAY BE IN PROGRESS. ALWAYS SKI IN CONTROL AND STAY CLEAR OF THIS EQUIPMENT. FAILING TO ABIDE BY MOUNTAIN RULES WILL RESULT IN FORFEITURE OF PASS WITH NO REFUND.

IN CONSIDERATION OF BEING ALLOWED TO USE TUSSEY MOUNTAIN'S FACILITIES, I AGREE THAT I WILL NOT SUE TUSSEY MOUNTAIN AND WILL RELEASE TUSSEY MOUNTAIN FROM ANY AND ALL LIABILITY IF I AM INJURED WHILE USING ANY OF TUSSEY MOUNTAIN'S FACILITIES OR WHILE PRESENT ON TUSSEY MOUNTAIN'S PROPERTY, EVEN IF I CONTEND THAT SUCH INJURIES ARE THE RESULT OF NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, OR ANY OTHER IMPROPER CONDUCT FOR WHICH A RELEASE IS NOT CONTRARY TO PUBLIC POLICY, ON THE PART OF TUSSEY MOUNTAIN. I FURTHER AGREE THAT I WILL INDEMNIFY AND HOLD HARMLESS TUSSEY MOUNTAIN FROM ANY LOSS, LIABILITY, DAMAGE OR COST OF ANY KIND THAT MAY OCCUR AS THE RESULT OF ANY INJURY TO MYSELF, OR TO ANY PERSON FOR WHOM I AM SIGNING THIS AGREEMENT, EVEN IF IT IS CONTENDED THAT ANY SUCH INJURY WAS CAUSED BY THE NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, OR ANY OTHER IMPROPER CONDUCT FOR WHICH A RELEASE IS NOT CONTRARY TO PUBLIC POLICY, ON THE PART OF TUSSEY MOUNTAIN. I FURTHER ACKNOWLEDGE THAT THIS AGREEMENT EXTENDS TO MY PRESENCE AT TUSSEY MOUNTAIN PURSUANT TO ALL COMPLIMENTARY, PURCHASED, TRADES, EMPLOYEE DISCOUNTED AND VOLUNTEER DISCOUNTED TICKETS OR ANY OTHER TICKETS, PASSES, OR CARDS, PROMOTIONAL OR OTHERWISE THAT I MIGHT HAVE OR MAY OBTAIN.

I ACKNOWLEDGE THAT WHILE ON PREMISES, PHOTOS AND VIDEOS MAY BE TAKEN AND HEREBY GRANT USAGE OF MY LIKENESS FOR PROMOTIONAL MATERIAL FOR TUSSEY MOUNTAIN SKI LLC AND ANY OF ITS PARTNERS.