



WAIVER OF LIABILITY, EXPRESS ASSUMPTION OF RISK AND HOLD HARMLESS AGREEMENT ("AGREEMENT")
PLEASE READ, INITIAL AND SIGN

TODAY'S DATE: _____

SEASON PASS PRIVILEGES: I understand that the 2023-24 season pass for Lookout Associate, LLC, d/b/a Lookout Pass Ski & Recreation Area ("Lookout") must be worn visibly at all times when skiing, snowboarding, cross country skiing and/or snow sliding activity. Lookout makes no guarantees with respect to the duration of the season, operating times or number of operating lifts. Lookout, at its sole discretion, will determine the length of the season based upon snow conditions and other variables, including health/safety concerns. Lookout is not responsible for this season pass if it is lost or stolen. Usage of a season pass is granted only to the individual to whom it is issued. Any fraudulent use of the season pass will result in prosecution to the fullest extent of the law. Conducting any kind of business on Lookout property without written consent from an authorized representative of Lookout is not permitted (*i.e.*, ski instructing, retailing, peddling goods and/or services) and any person(s) caught conducting acts of this kind or of similar nature will be prosecuted. The season pass is property of Lookout and may be confiscated, revoked, or suspended at the discretion of an authorized Lookout employee at any time for failure to adhere to any of the rules listed above and/or the Skier Responsibility Code, or for exhibiting unsafe skiing / riding practices, endangering oneself or others, causing a nuisance / disturbance to the public, and/or for any misconduct of Lookout property, facilities and/or staff.

RELEASE, ASSUMPTION OF RISK & HOLD HARMLESS: The person who purchases and/or uses a season pass for the purpose of utilizing any of the property and/or facilities owned or operated by Lookout ("ski area") shall be referred to hereinafter as "Participant." The "Undersigned" means only the Participant when the Participant is age 18 or older OR it means both the Participant and the Participant's parent or legal guardian when the Participant is under the age of 18. Undersigned hereby acknowledges that Participant has received valid consideration in exchange for agreeing to the terms set forth in this Agreement. The Undersigned agrees and understands that skiing, snowboarding, cross country skiing, a snow sliding activity and/or using Lookout's ski area, including the ski lifts, for any purpose (the "Activity") can be hazardous and involves the RISK OF PHYSICAL INJURY OR DEATH, and such risk is inherent and cannot be reasonably avoided without changing the nature of the Activity. Undersigned further acknowledges that he/she has read this Agreement, and Participant **EXPRESSLY ASSUMES ALL RISKS** of the Activity, inherent or otherwise. Further, the Undersigned recognizes that Participant has certain duties and/or responsibilities which are set forth in the Idaho's Ski Liability Act, Title 6, Chapter 11 of the Idaho Code. In consideration of allowing the Participant to use Lookout's ski area, the Undersigned agrees to **RELEASE** Lookout from any and all liability and/or claims for property damage, injury or death arising from the Participant's participation in the Activity, including those claims based on Lookout's alleged or actual NEGLIGENCE. Further, Undersigned agrees to **WAIVE** Participant's right to file a lawsuit against Lookout for any existing or future claims regardless of whether such claims relate to the Activity. Additionally, Undersigned agrees to **DEFEND and INDEMNIFY** Lookout from all claims for property damage, injury or death arising out of Participant's participation in the Activity, which (1) he/she may suffer or for which (2) he/she may be liable to others or for (3) Participant's conduct that may contribute to a claim being asserted against Lookout. Finally, in consideration for allowing the Participant to use Lookout's ski area, the Undersigned agrees to **RELEASE** Lookout from any and all liability and/or claims stemming from the use of the Participant's image while using Lookout's ski area.

In consideration for allowing Participant to participate in the Activity, the Undersigned agrees that any and all claims for injury and/or death arising from the Participant's participation in the Activity shall be GOVERNED BY IDAHO LAW. Exclusive jurisdiction of any claim shall be in the STATE DISTRICT COURT FOR SHOSHONE COUNTY or in the FEDERAL COURT FOR THE STATE OF IDAHO. If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be fully severable and the remainder of the terms of this Agreement shall remain enforceable and not affected thereby.

MEDICAL CARE: I understand that Lookout may furnish first aid care, including, but not limited to, transportation for Participant to a facility where medical care can be provided at no expense to Lookout. Undersigned understands that the furnishing of medical care is in no way an admission or an assumption of liability on the part of Lookout, its officers, agents or employees.

EACH INDIVIDUAL WHO PURCHASES AND/OR USES THE SEASON PASS ACKNOWLEDGES THAT HE/SHE HAS READ, UNDERSTANDS AND WILL ABIDE BY THE SKIER RESPONSIBILITY CODE AND ALL LOOKOUT'S POLICIES/RULES GOVERNING THE PARTICIPATION IN THE ACTIVITY AND/OR THE USE OF ANY LOOKOUT CHAIRLIFTS OR THE LOOKOUT SKI AREA. IN THE EVENT THAT AN ADULT (AN INDIVIDUAL WHO IS AGE 18 OR OLDER) PURCHASES A SEASON PASS FOR A MINOR(S) AND/OR ANOTHER ADULT(S), THE PURCHASING ADULT AGREES THAT HE/SHE HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF SAID MINOR(S) AND/OR ADULT(S). THE PURCHASING ADULT AGREES TO

DEFEND/INDEMNIFY LOOKOUT IN THE EVENT THAT HIS/HER AUTHORITY TO BIND THE MINOR(S) AND/OR ADULT(S) IS CHALLENGED

(1) Sign _____	(1) Print _____	____/____/____
pass holder signature (18+yrs) or parent/guardian for minor	pass holder name	pass holder birthdate
(2) Sign _____	(1) Print _____	____/____/____
pass holder signature (18+yrs) or parent/guardian for minor	pass holder name	pass holder birthdate
(3) Sign _____	(1) Print _____	____/____/____
pass holder signature (18+yrs) or parent/guardian for minor	pass holder name	pass holder birthdate
(4) Sign _____	(1) Print _____	____/____/____
pass holder signature (18+yrs) or parent/guardian for minor	pass holder name	pass holder birthdate
(5) Sign _____	(1) Print _____	____/____/____
pass holder signature (18+yrs) or parent/guardian for minor	pass holder name	pass holder birthdate
(6) Sign _____	(1) Print _____	____/____/____
pass holder signature (18+yrs) or parent/guardian for minor	pass holder name	pass holder birthdate

LOST OR FORGOTTEN - I understand that this season pass is not transferable and non-refundable.

Any pass that is lost or stolen will require a \$50 replacement fee. A daily ticket may be purchased for a forgotten season pass, but there will be a charge of \$20 for youth (7-17) & \$25 for adults (18 and above) (no exceptions). THE DAILY TICKET FOR A FORGOTTEN SEASON PASS WILL ONLY BE ALLOWED ONCE PER YEAR.

Initial: _____ / _____
Initials / Date

KNOW THE CODE - Ten Points to Your Responsibility Code

1. Always stay in control. You must be able to stop or avoid other people or objects.
2. People ahead or downhill of you have the right-of-way. It is your responsibility to avoid them.
3. Stop only where you are visible from above and do not restrict traffic.
4. Look uphill and avoid others before starting downhill or entering a trail..
5. You must prevent runaway equipment.
6. Read and obey all signs, warnings, and hazard markings.
7. Keep off closed trails and out of closed areas.
8. You must know how and be able to load, ride and unload lifts safely. If you need assistance, ask the lift attendant.
9. Do not use lift or terrain when impaired by alcohol or drugs.
10. If you are involved in a collision or incident, share your contact information with each other and a ski area employee.

**Know and Obey the Code.
 It's Your Responsibility.**

Initial: _____ / _____
Initials / Date