

SKI COMPANY PASSHOLDER CONTRACT

As a Passholder (Season Pass, Millennium Pass, Gold Pass or Skier Plus Card hereinafter jointly referred to as Passholder) of Santa Fe Ski Company and/or Sandia Peak Ski Company (hereinafter jointly referred to as Ski Company), I hereby agree to the following contract terms:

- 1. The Passholder agrees to comply with his/her duties under the New Mexico Ski Safety Act and the NSAA Your Responsibility Code.
- 2. The Pass Card (hereinafter "Pass") may be used only by the Passholder. I understand that this Pass is not transferable at any time and may be used only by the person named and shown on the face of the Pass. If found in the possession of any person except the Passholder, the Pass will be revoked without refund.
- 3. I understand that reckless or careless skiing, dangerous behavior while riding the lifts or using ski area equipment, rowdiness, intoxication on the lifts or slopes, skiing on or in closed areas, theft or vandalism of ski area property, or refusal to comply with directives of the Ski Patrol or other Ski Company employees violates area rules, and will result in revocation without refund of the Pass. I understand that there will be zero tolerance for the use of foul or abusive language or behavior towards other customers or Ski Company employees. I understand that any such use of foul or abusive language or behavior will result in the revocation without refund of the Pass. I understand that I must have this Pass with me at all times while skiing and that I must show it to any lift attendant or other Ski Company employee on request. I understand that my Pass must be visible at all times when loading a lift, that this Pass will serve as my identification card, that it must be presented with each and every attempt to load any lift, without hesitation, and that any dishonesty in the use of this Pass will result in revocation of the Pass, without refund.

4. **FULL RELEASE AND INDEMNITY AGREEMENT.** On behalf of **MYSELF** and/or any **MINOR** for whom I am signing, I understand and **EXPRESSLY AGREE** that skiing in its various forms is an **INHERENTLY HAZARDOUS SPORT** that has many dangers and risks. I realize that **INJURIES** are a common and ordinary occurrence of this sport. **I EXPRESSLY AGREE**, as a condition of being allowed to purchase a Pass and to use the ski area facility and premises, that **I** and any **MINOR** for whom I am signing freely accept and voluntarily **ASSUME ALL RISKS** of personal injury or death or property damage, and **FULLY RELEASE** Ski Company and its agents, employees, directors, officers, and shareholders **FROM ANY AND ALL LIABILITY** for personal injury, death or property damage which results **IN ANY WAY** from my participation or that of the minor in this sport, conditions on or about the premises and facilities or the operations of the Ski Company including, but not limited to, grooming, snow making, ski lift operations while Passholder is loading or unloading, actions or omissions of employees, agents or other skiers, or participation in skiing or other activities at the area, including any caused by **NEGLIGENCE** of Ski Company, and **ACCEPTING MYSELF THE FULL RESPONSIBILITY** for **ANY AND ALL** such damage or injury of any kind which may result to **ME** and/or any **MINOR**. In addition, if signing for a **MINOR**, the undersigned parent/guardian signing below represents to Ski Company that they have the authority to enter into this contract on behalf of said **MINOR** and on behalf of any other parent or guardian of said **MINOR**. Further, on behalf of **MYSELF** and/or any **MINOR**, and in exchange for this Pass that allows skiing at a discount, **I** separately and contractually **AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS** Ski Company **FROM ANY AND ALL CLAIMS** arising from participation in this sport at Ski Company and/or this contract brought on behalf of the **PASSHOLDER** and/or any **MINOR** or any other parent/guardian thereof, even after the **MINOR** has attained majority, or from third parties injured by **PASSHOLDER** and/or any **MINOR**, and hold Ski Company, its representatives, agents, affiliates, officers, directors, servants and employees harmless from any such claim, legal action, harm, injury, damages or loss to person and/or property including, but not limited to, attorneys fees and costs.

5. In further exchange for, and in consideration of, Ski Company making this Pass and the ski area available to me for participation in the sport of skiing, **I CONTRACTUALLY AGREE** that any and all disputes between **MYSELF** and/or any **MINOR** and Ski Company arising from my use of this Pass or my participation in the sport of skiing at Ski Company and including any claims for personal injury and/or death, will be **GOVERNED BY THE LAWS OF THE STATE OF NEW MEXICO** and the **EXCLUSIVE JURISDICTION** thereof will be in the state or federal courts of the **STATE OF NEW MEXICO**.

6. Ski Company **STRONGLY SUGGESTS** that Passholder obtain or confirm the existence of **HEALTH** and/or **ACCIDENT INSURANCE** to protect **PASSHOLDER** and/or any **MINOR BEFORE PARTICIPATING** in the sport of skiing at Ski Company.

7. Replacement Policy: A replacement Pass will be issued for a \$7.00 fee **ONLY** at original place of issue. Minors under 18 years of age must have a parent or guardian sign for replacement Pass at time of issue.

I, the undersigned, **HAVE READ AND UNDERSTAND** the terms of the above Passholder Contract and the **FULL RELEASE FROM LIABILITY AND INDEMNITY AGREEMENT** which are separate and essential parts of it. I am signing it freely and of my own accord, realizing **IT IS BINDING** upon myself, my heirs and assigns, and, in the event that I am signing it on behalf of any **MINORS**, that I have full authority to do so, realizing its **BINDING EFFECT** on them as well as myself. If any part of this agreement is deemed unenforceable, the remainder shall be an enforceable contract between the parties. **I AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT I AM RELEASING LEGAL RIGHTS OF MYSELF AND/OR ANY MINOR BY SIGNING IT.**

PRINT NAME	SIGNATURE (Parent or Guardian if Pass holder is a Minor)	DATE
ADDRESS	CITY, STATE, ZIP	PHONE