

2020-2021 PASSHOLDER RULES

The following rules and conditions are the terms for all Pass use and purchases. By reading and acknowledging the same, the purchaser (herein after referred to as "Passholder") agrees and accepts his/her contractual obligation.

1. This Pass shall remain the property of each involved Released Party ski area ("Released Party" herein has the same meaning as in the applicable Winter, Summer and Biking Recreational Activities Warning, Assumption of Risk, Full Release of Liability and Indemnification Agreement acknowledged and signed in conjunction with these Passholder Rules) and is **NOT TRANSFERABLE AND NON-REFUNDABLE**.
2. If the pass is used by anyone other than the person named thereon, or, if there is misrepresentation of age or dependent status, it will result in termination of lift/pass privileges and/or prosecution under the applicable state statutes. The pass must be shown to the ticket checker or lift attendant prior to boarding any lift in winter or using any Recreational Activity in the summer. Refusal to comply will be considered misuse of the Pass and the Pass may be revoked without refund. Broken or scratched passes will not be accepted. If there is a notable change in your appearance (i.e., shaved head), you may be asked to return to the Ticket Office to have a new photo taken. Lost or stolen passes must be reported immediately to the Ticket Office of the involved ski area. A lost or stolen pass will be replaced one time only and **A REPLACEMENT FEE** will be charged.
3. **DO NOT FORGET TO BRING YOUR PASS**. If you do forget, you will be charged a **fee** for a daily replacement ticket at the applicable ski area rate.
4. No warranty is expressed or implied as to weather conditions, which can vary greatly and affect daily or seasonal operation.
5. Due to parking capacity limits, parking privileges at the ski area is not guaranteed to passholders.
6. The ski area operator shall have the right to confiscate or revoke the privileges conferred by the Pass where, in the sole judgment of its representative, the Passholder: 1) uses public vulgarity and/or threatening gestures towards ANY employee or guest; 2) enters into or skis in a "CLOSED" area; 3) acts in any manner that endangers or may endanger the safety of Participant or any other person; 4) violates the law; 5) provides ski lessons or related services for compensation without express authorization; 6) engages in misconduct, damages ski area property or creates a nuisance; 7) repeatedly or flagrantly fails to comply with the standards of skiing/riding in posted SLOW ZONES; or 8) uses the pass in a fraudulent manner. Such acts may also be prosecuted as a criminal offense. Other violations may be subject to Forest Service rules, and may involve fines and/or loss of privileges.
7. The Passholder **AGREES TO READ and COMPLY WITH ALL RULES** contained on **SIGNAGE** at the **LOCATION** of the **ENTRY** to each **SKI LIFT** and **EACH RECREATIONAL ACTIVITY**. The Passholder recognizes that **HELMETS ARE REQUIRED** on ziplines and **HIGHLY RECOMMENDED** for skiing, snowboarding, mountain biking and diggler riding and that the Passholder should consider wearing a helmet and body armor **AT ALL TIMES** while participating in these **ACTIVITIES**. The Passholder recognizes that when **DOWNHILL BIKING AND DIGGLER RIDING**, body armor is **HIGHLY RECOMMENDED** and Passholder should wear body armor **AT ALL TIMES** while participating. The Passholder understands and agrees that a helmet and/or body armor **IS IN NO WAY A GUARANTEE OF SAFETY**, and that no helmet or body armor can protect the wearer against all foreseeable impacts to the head and/or body, and that many of the events included in the **ACTIVITY** and other related activities can expose the user to forces that exceed the limits of protection provided by helmet and/or body armor. The Passholder also understands that the helmet and/or body armor **DOES NOT GUARD AGAINST** injury to the neck, spine, or any other part of the body, and that these limitations are **INHERENT RISKS** of the **ACTIVITY**.
8. **ADDITIONAL AGREEMENT WHEN USING THE PASS IN COLORADO**: Loading a lift while intoxicated, leaving the scene of a collision, of which you are involved, ducking boundary ropes or skiing or snowboarding in any closed areas are violations of Purgatory Resort's regulations and Colorado Senate Bill 90-80. Such violations are a Class 2 petty offense and, upon conviction, may be punished by a FINE OF UP TO \$1000. The above violations, as well as reckless or careless skiing or snowboarding and cutting lift lines, will result in the loss of your Pass without refund.
9. **ADDITIONAL AGREEMENT WHEN USING THE PASS IN NEW MEXICO**: All use of this Pass is subject to NMSA § 24-15-1 et seq. (the New Mexico Ski Safety Act) and may be subject to Code of Federal Regulations § 261 and The Skier Responsibility Ordinance of Taos County.
10. **ADDITIONAL AGREEMENT WHEN USING THE PASS IN ARIZONA**: All use of this Pass is subject to A.R.S. § 5-701 et seq. (2012).
11. **ADDITIONAL AGREEMENT WHEN USING THE PASS IN UTAH**: All use of this Pass is subject to the Utah Code Annotated 78B-401 et seq. (the Utah Ski Safety Act). The Undersigned are advised that a person using any of the facilities of the ski area is considered a skier. The Undersigned acknowledge and understand the dangers and risks of skiing and understand that the Participant, as a "skier" under Utah law, **ASSUMES ALL INHERENT DANGERS AND RISKS AND IS BARRED FROM MAKING ANY CLAIM OR RECOVERING FROM ANY SKI AREA OPERATOR FOR INJURIES RESULTING FROM INHERENT RISKS OF SKIING**, as provided by the Utah Ski Safety Act.
12. The Passholder gives **FULL PERMISSION** for any Released Party to use **ANY AUDIO OR VISUAL MATERIALS** of the Passholder or any minor(s) taken at the resort, and release the use of any audio or visual materials taken, or on file, for any uses by the ski area, of Passholder or minor(s) for whom Passholder is responsible. Passholder understands that all said images and sound recordings shall constitute the property of the Released Party ski area, solely and completely.
13. The Passholder represents that he/she are in good health and there are no special problems associated with his/her participation in **ANY** ski area activities. The Passholder authorizes any **RELEASED PARTY** and/or their authorized personnel to call for medical care for the Passholder or to transport the Passholder to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. The Passholder agrees that upon his/her transport to any such medical facility or hospital that the **RELEASED PARTY** shall not have any further responsibility for the Passholder. Further, the Passholder agrees to pay all costs associated with such medical care and related transportation provided for the Passholder and shall indemnify and hold harmless all **RELEASED PARTY** from any costs incurred therein, or any claims arising therefrom.
14. Each involved ski area reserves the **RIGHT TO REVOKE** your Pass **WITHOUT A REFUND** for violation of any of the above rules and conditions. Any violation of the above rules may be subject to criminal penalties under applicable State and Federal laws.