2009-2010 ELDORA MOUNTAIN RESORT SEASON PASS TERMS AND CONDITIONS, AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT – **NO-LIMITS TRANSFERABLE PASS**

PLEASE READ CAREFULLY, The following is a release of liability and waiver of certain legal rights.

(1)"Holder" means the undersigned, who agrees and understands that skiing, snowboarding, and using ski area facilities, including the lifts, for any purpose hereinafter the "Activity" can be **HAZARDOUS**. I, the HOLDER, understand the following paragraph applies whenever using a ski area in Colorado, and represents a summary of the inherent risks of skiing.

WARNING

Under Colorado law, a skier assumes the risk of any injury to person or property resulting from any of the inherent dangers and risks of skiing and may not recover from any ski area operator for any injury resulting from any of the inherent dangers and risks or skiing, including: changing weather conditions, existing and changing snow conditions, bare spots, rocks, stumps, trees, cliffs, extreme terrain, jumps and freestyle terrain; collisions with natural objects, man-made objects, or other skiers, variation in terrain; and the failure to ski within their own abilities.

(2) Holder realizes that falls and collisions occur and injuries may result from engaging in the Activity. Pursuant to the law, Holder assumes the responsibility of maintaining control at all times while engaging in the Activity. Holder is advised that a person using any of the facilities of the ski area is considered a skier, subject to the inherent risks of the sport. Holder is responsible for reading, understanding and complying with all signage, including instructions on use of lifts. Holder understands that he/she must have the physical dexterity and knowledge to safely load, ride and unload the lifts. Holder assumes the risks of riding the lifts and engaging in activities accessible from the lifts. Holder is advised that snowmobiles, snowmaking, and snow-grooming equipment may be encountered at any time. Holder realizes that the use of the ski area facilities involves risks including but not limited to: all of the risks mentioned above, high elevation, marked and unmarked obstacles, slick or uneven walking surfaces, surfaces covered with ice and snow and rugged mountainous terrain.

(3) In consideration of using the ski area facilities, Holder agrees to **ASSUME ALL RISKS** associated with the Activity and agrees to hold harmless, release, defend and indemnify Eldora Mountain Resort, and its agents, employees, representatives, assignees, directors, officers, owners, members of Eldora Enterprises LLC, and the United States Department of Agriculture (U.S. Forest Service)(each hereinafter a "Released Party") from all liabilities and/or claims for injury or death to persons or damage to property arising from Holder's engagement in the Activity, including those injuries and any damages caused by the ski area operator's or any other Released Party's alleged or actual: a) negligence or b) breach of any express or implied warranty. By execution of this Release, the undersigned agrees to indemnify each Released Party for any injuries to the Holder or to other person(s) or property that Holder may cause as a result of engaging in the Activity.

(4) Discount offer is valid only for current Eldora pass holders. Discount not available for family, friends or guests of pass holders. Pass must be presented at the time of sale to receive discount. Not valid with any special offer or sale item. Other terms and conditions may apply. Eldora Mountain Resort has the final authority in the interpretation of terms and conditions, and reserves the right to revoke or modify this offer at any time without notice.

(5) In consideration of using the ski area facilities, HOLDER CONTRACTUALLY AGREES that ANY AND ALL CLAIMS for injury and/or death regarding an alleged incident shall be GOVERNED BY COLORADO LAW and EXCLUSIVE JURISDICTION shall be in the appropriate state court or Federal Court of Colorado.

(6) Holder realizes that entering or skiing in a "CLOSED" area is illegal. 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 Holder: a) acts in any manner that endangers or may endanger the safety of Holder or any other person; b) violates the law; c) provides ski lessons or related services for compensation without express authorization; d) engages in misconduct or creates a nuisance. Such acts may also be prosecuted as a criminal offense. The pass is **NON-REFUNDABLE**, and **CANNOT BE RESOLD**. The pass may be confiscated with a no re-issue, if in the sole judgment of a representative of the ski area operator; it is used in a fraudulent manner. Re-issued passes may be subject to a replacement fee. Holder acknowledges their affirmative duty to immediately notify the ski area operator if Holder's pass is lost or stolen.

(7) Eldora Season Passes are **NOT REFUNDABLE** under any circumstances, and we **do not offer carry over credits**.

(8)This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable. This release shall be binding upon Holder's assignees, subrogors, distributors, heirs, next of kin, executors, and personal representatives.

I HAVE CAREFULLY READ THIS AGREEMENT, UNDERSTAND ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

PRINTED Name to be on Pass Date of Birth

PRINTED Name of Purchaser Date of Birth

SIGNATURE DATE

ELDORA MOUNTAIN RESORT PASSES ARE NON-REFUNDABLE, AND CANNOT BE RESOLD.

NO-LIMITS TRANSFERABLE PASS WAIVER