

Canyons 2011/2012 Season Pass Application

Please complete all information

NAME:		
Mailing Address:		
City:	State:	Zip:
PHONE:		
EMAIL NO I don't wish to receive emails _____		



CANYONS

Canyons Resort  
4000 Canyons Resort Dr.  
Park City, UT 84098

Name	DOB (mm/dd/yy)	Pass Type	Price
1.			
2.			
3.			
4.			
5.			
6.			
TOTAL:			

Use last year's pictures. Yes \_\_\_\_\_ No \_\_\_\_\_

Payment Method (circle one) check# _____ cash visa mc disc amex
NAME ON CREDIT CARD _____
CARD NUMBER _____ EXPIRATION DATE _____
SIGNATURE _____

2011/2012 SEASON PASS RULES AND REGULATIONS

By your signature on the reverse, you agree to adhere to the following Rules and Regulations and acknowledge your understanding that a violation of these Rules and Regulations may result in loss of pass privileges for the remainder of the season without refund:

- Season Passes MUST BE VISIBLE to lift attendants at all times. If you are requested by a member of Ski Patrol to produce your season pass, you must do so.
  - Season Passes are valid each day of the ski season, generally scheduled to run from November 25, 2011 to April 8, 2012. (Some passes are subject to black out dates). Weekday, non-holiday passes are valid Sunday through Friday during the season.
  - Season Passes must be paid in full, and Acknowledgment and Acceptance of Risks and Liability Release signed, before actual pass will be issued.
  - Young Adult passes (ages 13-17), Junior passes (ages 7-12), Senior passes (65-69), Super Senior passes (70+), and No-Brainer passes (13-24) are based on the age of the season pass holder on November 25, 2011.
  - Season Passes are non-refundable and MAY NOT be re-sold. Re-selling or allowing another person to use the pass constitutes theft of services from Canyons Resort.
  - Day passes will not be issued if the season pass or electronic ticket is lost, forgotten or stolen. The replacement fee for a season pass is \$95.00.
  - Engaging in activities for monetary gain that directly compete with the business of Canyons while on Canyons' premises, including but not limited to ski and snowboard instruction and soliciting students, is strictly prohibited.
  - A \$300 fine will apply if anyone is caught using your Pass whether you are aware of the misuse or not. You are liable for any misuse while the Pass is not in your possession unless you have already reported your Pass lost/stolen prior to the misuse. In addition to the fine you may lose your Pass privileges.
  - Rude, offensive or abusive language and behavior are not permitted.
  - Entering CLOSED AREAS is strictly prohibited. You may not ski beyond CLOSED AREA boundaries or AVALANCHE DANGER signs.
  - Only exit chairlifts and gondola at designated locations.
  - Passholder benefits are valid from 11/25/11-09/30/12 or closing as applicable.
  - VIOLATIONS OF RULES AND SAFETY PROCEDURES MAY RESULT IN PARTIAL OR PERMANENT LOSS OF LIFT PRIVILEGES WITHOUT ANY REFUND.
  - Your purchase of a pass will acknowledge your agreement to abide by Canyons Skier/Rider Responsibility Code.
- All Canyons users are also subject to Summit County Ordinance No. 91; Ordinance Relating to Regulation of Skiing in Closed Areas and Summit County Ordinance No. 110: Ordinance Prohibiting Reckless Skiing, Imposing Duty to Stop at the Scene of a Skiing Collision and to Notify Resort of Incident. Complete copies of these ordinances are available upon request.

CANYONS SKIER/RIDER RESPONSIBILITY CODE

- Always stay in control and avoid excessive speed. You must be able to stop or avoid other people or objects.
- People ahead of you have the right-of-way. It is your responsibility to avoid them.
- Do not stop where you obstruct a trail or are not visible from above.
- Before starting downhill or merging onto a trail, look uphill and yield to others.
- If you are involved in an accident or collision, you must exchange contact information with the other party.
- Always use proper devices to help prevent runaway equipment.
- Observe and obey all posted signs and warnings.
- Keep off closed trails and out of closed areas.
- You must have sufficient physical dexterity, ability and knowledge to safely load, ride and unload lifts.
- You may not ski or snowboard at Canyons if you are impaired by drugs or alcohol.

I have read and understand the above Rules and Regulations and Canyons Skier/Rider Responsibility Code. Initials \_\_\_\_\_

**ACKNOWLEDGEMENT AND ACCEPTANCE OF RISKS, RELEASE OF LIABILITY, WAIVER AND INDEMNITY AGREEMENT**

**THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.  
THIS IS A LEGALLY BINDING CONTRACT.  
PLEASE READ CAREFULLY BEFORE SIGNING.**

Skiing, cycling, hiking, biking, sightseeing and other alpine activities, whether recreation or competitive, practicing or training for competitions or special events, nordic, freestyle or other types of ski jumping, using skis, snowboard or any other device, mountain biking, hiking and other alpine activities at this Resort (the "Activities") are dangerous and risky activities. There are inherent and other risks associated with these Activities, and all of these risks can cause serious injury or death. I acknowledge and understand that some, but not necessarily all of the risks associated with some or all of these above-mentioned activities are as follows: changing weather conditions and snow or ice conditions as they exist or may change, such as hard-pack, powder, packed powder, wind pack, corn, slush, groomer or ungroomed terrain, cut-up snow or man-made snow; lightning; variations or steepness in terrain; road banks; cliffs; surface or subsurface conditions such as bare spots, forest growth, trees, tree wells, rocks, stumps, impact with lift towers, hydrants, water pipes, signs posts, fences and other structures and their components; collisions with other skiers; a skier, hiker or biker's failure to engage in skiing, riding or hiking within their own ability; changes in the speed of travel, which depends on surface conditions and the weight of the skier, biker or rider; collisions with other skiers, rocks, stumps, debris, lift towers, wildlife or animals, other skiers, riders, mountain bikers, hikers, all-terrain vehicles, other vehicles and motorized transportation, and other natural and/or manmade objects, including, but not limited to snowmobiles, grooming and snowmaking equipment as well as incidents relating to chairlift loading, riding or unloading; the use of the lift or tow, including falling, coasting backwards, and becoming tangled with equipment; dehydration and high elevation and other risks.

I recognize that **FALLS, ACCIDENTS AND INJURIES ARE A COMMON AND ORDINARY OCCURRENCE IN THE ALPINE ACTIVITIES**. I have made a voluntary choice to participate in the above-mentioned activities despite the risks and dangers that these activities present. In consideration of my being permitted to ski, snowboard, mountain bike, hike or participate in other alpine activities at Canyons Resort, I **expressly and unconditionally agree to ASSUME ANY AND ALL RISK OF INJURY OR DEATH** which might be associated with or result from my participation in these activities. I acknowledge and understand that I am accepting all of Canyons Resort **AS IS**, and further acknowledge and understand that **NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS OR ANY OTHER WARRANTIES** are being extended to me with respect to any aspect of Canyons Resort or its facilities.

I hereby agree to unconditionally waive any right to sue ASC Utah LLC dba Canyons, Talisker Corporation, Talisker Canyons Finance Co LLC, and any employees, volunteers, terrain park designers, agents, independent contractors, affiliates, related entities and subsidiaries of these aforementioned entities and/or companies for any injuries, including Death, sustained while skiing, racing, competing, racing, being otherwise involved in a competition, race or event in any capacity, mountain biking, hiking or unloading, loading or otherwise using a chairlift for the purpose of participating in any of the aforementioned activities/events. I further agree to **RELEASE FROM ANY AND ALL LIABILITY AND TO INDEMNIFY AND HOLD HARMLESS ASC Utah, dba Canyons, Talisker Corporation, Talisker Canyons Finance Co LLC**, their affiliates, related entities, subsidiaries employees and agents (collectively hereinafter the "Ski Area") sustained while participating in the activities/events mentioned above, including, but not limited to, injuries sustained as a result of the negligence of the Ski Area and regardless of whether the possibility of sustaining such injuries was contemplated, obvious, and/or known at or before the time of injury.

I have read and I understand this agreement and all of its terms. I understand that this is a legally binding **ACKNOWLEDGMENT AND ACCEPTANCE OF RISK, RELEASE OF LIABILITY, WAIVER AND INDEMNITY AGREEMENT** which bars me or any person on my behalf from recovering any damages in any lawsuit in the event of my injury or death except for gross negligence or intentional misconduct. I am entering into this agreement freely and voluntarily and I agree that it is and shall be binding on me, my heirs, assigns and legal representatives.

I understand that as a Season Passholder, the Ski Area looks to me to help minimize the risks and dangers inherent in alpine sports and activities. As a Season Passholder, I am required to know and follow *Canyons Skier/Rider Responsibility Code*, which is printed on all trail maps for my convenience. In addition to violations *Canyons Skier/Rider Responsibility Code*, violations of the 2011/2012 Season Pass Rules and Regulations may result in criminal prosecution, civil liability and/or loss of lift privileges without compensation or refund.

**My signature below signifies that I have read each of the above terms in the Acknowledgment and Acceptance of Risk, Release, Waiver and Indemnity Agreement and the Policies and Rules Regarding 2011/2012 Season Pass, and that I understand and agree to each of them.**

I further agree that any claim or suit that I may bring for any reason against the Ski Area shall be submitted to the jurisdiction of the State or Federal Court in the state where the incident occurred and no other jurisdiction and shall be governed by the laws of that state. I agree that if any portion of this agreement is determined to be unenforceable by a court of law, all other parts of the agreement shall remain in full force and effect.

Signature Cardholder #1 \_\_\_\_\_ Date: \_\_\_\_\_

Signature Cardholder #2 \_\_\_\_\_ Date: \_\_\_\_\_

Signature Cardholder #3 \_\_\_\_\_ Date: \_\_\_\_\_

Signature Cardholder #4 \_\_\_\_\_ Date: \_\_\_\_\_

Signature Cardholder #5 \_\_\_\_\_ Date: \_\_\_\_\_

If I am signing this liability release on behalf of a minor (the "Child"): I represent that I am the parent and/or legal guardian of such Child and I represent and warrant that I am doing so with the consent and approval of my spouse or other legal guardian (if any) and I understand that I am acknowledging the risks to my child and that my child(ren) understand all the risks. I accept responsibility for all the Child's medical expenses; I agree to indemnify the Ski Area for any and all claims whatsoever brought by the Child; and I agree to indemnify the Ski Area for any and all claims whatsoever brought by a third party arising in connection with the Child.

Print Name of Parent or Legal Guardian \_\_\_\_\_ Relation \_\_\_\_\_

Signature of Parent or Legal Guardian \_\_\_\_\_ Date \_\_\_\_\_