

# **2024-2025 Season Pass FALL SALE October 1 - 31, 2024**

#### 2024 - 2025 SEASON PASS APPLICATION

#### 5 Month Interest-Free Payments Available Online Only

Dunchasan Information.

#### **SEASON PASS REFUND POLICY**

Please consider when purchasing your Season Pass that we operate under a snow willing policy and the season schedule is subject to operating day changes. Season passes are non-refundable, non-transferable and cannot be rolled over from one season to the next; however refund exceptions may be made under limited circumstances.

**Relocation:** All refund requests based on relocation out of the area must be in writing and accompanied by verification of relocation. **Illness/Injury/Pregnancy:** All refund requests based on medical circumstances must be in writing and accompanied by medical documentation of the passholder's condition.

Unissued passes will receive a refund of the amount paid minus processing fee. If pass has been issued, the season pass must be returned before the refund will be approved; a pro-rated calculation will start from date the pass is returned and proper documentation is received. For complete refund policy, please visit: <a href="https://mtashland.com/season-pass-policies">https://mtashland.com/season-pass-policies</a>

All pass refunds are at the discretion of Mt. Ashland. A \$50 processing fee per pass will be charged for all refund requests.

Season Passes will not be transferred. No refunds, for any reason, will be considered after February 15<sup>th</sup> of applicable season.

## Upgrade your pass by making a generous donation to your 501(c)3 non-profit ski area!

The Mt. Ashland Association is a 501(c)3 nonprofit organization that operates the ski area. We strive to provide and promote a healthy, positive experience at Mt. Ashland. We offer need-based scholarships to our Student Youth Programs and countless other great programs that set us part from the profit-driven corporations that manage other ski mountains. Help support our outstanding work with a tax-deductible Donor Pass upgrade today. In addition to helping support your favorite mountain playground, you'll also receive FREE coffee, hot cocoa and fountain drinks in the lodge during the 2024-2025 season!

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MAIL/FAX ORDERS ONLY							
I am paying by: Check □	Visa □	Master Card □	Discover □	American Express □			
CARDHOLDER NAME (Print): _			Si	IGNATURE:			
CARD NUMBER #:(only	enter card informati	on if purchasing by mail/fax)		Exp. Date:		CV2/CVV2:	

Please bring this application with payment and signed Terms & Conditions Contract & Liability Release Form (see back), parent or guardian signature required for children under 18, to the Mt. Ashland business office, 693 Washington St., Ashland; or mail to: Mt. Ashland, PO Box 220, Ashland, OR 97520

FOR OFFICE USE ONLY								
AMOUNT: \$	_ DATE:	/	_/	_ CASH:	CHK:	CARD:	INITIALS:	
TERMS AND CONDITIONS SIGNED ATTACHED: Form #10/25 II						Form #10/25 II		

### SEASON PASS TERMS & CONDITIONS CONTRACT AND RELEASE OF LIABILITY 2024-2025 Season

PLEASE READ CAREFULLY! THIS IS A RELEASE OF LIABILITY AND A WAIVER OF CERTAIN LEGAL RIGHTS.

You may choose not to sign this release and still purchase a season pass at an increased rate.

THE PURCHASER, HOLDER AND/OR USER OF THIS PASS OR ANY PERSON NAMED WITHIN THIS AGREEMENT ("PARTICIPANT") UNDERSTANDS THAT SKIING, SNOWBOARDING AND OTHER WINTER ACTIVITIES ("SKIING") CAN BE HAZARDOUS AND THAT INJURIES ARE COMMON WHEN PARTICIPATING IN SUCH ACTIVITIES. PARTICIPANT ACCEPTS AND ASSUMES THE RISKS ASSOCIATED WITH SKIING, INCLUDING, BUT NOT LIMITED TO, CHANGING WEATHER CONDITIONS, VARIATIONS OR STEEPNESS IN TERRAIN, TERRAIN FEATURES AND PARKS, SNOW OR ICE CONDITIONS, SURFACE OR SUBSURFACE CONDITIONS, BARE SPOTS, CREEKS AND GULLIES, FOREST GROWTH, ROCKS, STUMPS, THE USE OF LIFTS, COLLISIONS WITH NATURAL OR MANMADE OBJECTS OR OTHER PERSONS, AVALANCHES, SNOW IMMERSION, EQUIPMENT FAILURE, NO OR DELAYED FIRST AID RESCUE, GROOMING AND SNOWMOBILE EQUIPMENT, LIFT TOWERS AND OTHER STRUCTURES AND THEIR COMPONENTS, FALLING, LOSS OF CONTROL, AND EXCEEDING ONE'S ABILITY. PARTICIPANT HEREBY FREELY AND EXPRESSLY ASSUMES ANY AND OF **PROPERTY** DAMAGE, **INJURY AND DEATH ASSOCIATED** WITH SKIING. IN CONSIDERATION FOR LIFT ACCESS AND THE USE OF ANY OTHER AREA FACILITIES AND PREMISES, PARTICIPANT HEREBY AGREES TO RELEASE, HOLD HARMLESS, AND INDEMNIFY MT. ASHLAND ASSOCIATION, DBA MT. ASHLAND AND ITS OWNERS, PARTNERS, MEMBERS, EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, AFFILIATES, AND RELATED ENTITIES ("MT. ASHLAND") FROM ANY AND ALL CLAIMS BY OR ON BEHALF OF PARTICIPANT AGAINST MT. ASHLAND ARISING DIRECTLY OR INDIRECTLY OUT OF PARTICIPANT'S USE OF THIS PASS AND/OR THE AREA FACILITIES AND PREMISES. THIS RELEASE INCLUDES CLAIMS AND LIABILITIES ARISING FROM NEGLIGENCE ON THE PART OF MT. ASHLAND, BUT DOES NOT INCLUDE CLAIMS BASED UPON GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT. PARTICIPANT ALSO AGREES TO INDEMNIFY (INCLUDING COSTS AND ATTORNEY FEES) MT. ASHLAND FOR ANY CLAIM BROUGHT ON BEHALF OF ANY MINOR NAMED ON THIS SEASON PASS APPLICATION.

Oregon law shall govern this agreement and all customer activities related to this agreement. Any legal action filed to interpret or enforce this agreement shall be filed in Jackson County, Oregon Circuit Court.

- 1. A Season Pass is a weather dependent product and is non-refundable, non-transferable and may not be rolled over from one season to the next. Use by any other person will result in forfeiture of the Season Pass. Exceptions will be made under limited circumstances. Pro-rated Season Pass refunds are given only for documented relocation out of the area or documented illness, injury, or pregnancy. All refund requests must be received by February 15th of the year the season pass in question is valid. All refunds are at the discretion of Mt. Ashland. A \$50 processing fee will be charged for all refund requests.
- 2. The undersigned agree(s) to abide by all federal, state, and ski area statutes, rules, regulations and closures including, but not limited to ORS 30.970 30.990 and "Your Responsibility Code"
- 3. There is a \$50.00 charge for the replacement of any lost Season Pass. The undersigned agree(s) to notify the ski area immediately if a Season Pass is lost. The ski area will issue one complimentary lift ticket, per season, per pass holder, if a Season Pass is forgotten. After that, a lift ticket must be purchased.
- 4. The Season Pass must be displayed in a manner that allows for easy checking or scanning by ski area employees.
- 5. Mt. Ashland staff, and any third party authorized, reserves the right to videotape, photograph, and record named participants likeness and voice in perpetuity, and to use, display, and alter such media, including any media to be used in promotional products, licensed products, and all affiliated relationships, without compensation or restriction.
- 6. Violation of any of these terms and conditions may result in suspension and/or revocation of a Season Pass. A Season Pass may be revoked without refund at any time for misconduct or nuisance caused by the Participant.

This RELEASE OF LIABILITY ("Release") shall be binding on and inures to the benefit of all parties and their respective heirs, personal representatives, successors, and permitted assigns. Additionally, this Release shall be binding on all participants on behalf of whom the undersigned is executing this Release, including without limitation, participant(s) under the age of 18 years old ("Minors"). By executing this Release, the undersigned declares under penalty of perjury that they are doing so voluntarily on their own behalf, and, if applicable, the undersigned understands and agrees that if acting on behalf of another person, they are acting as said participant's authorized agent, parent, or legal guardian and the undersigned's signature expressly confirms permission to sign on the other person's behalf and this Release shall be binding upon that person. If the undersigned signs on behalf of another person without their express permission or legal authority, the undersigned understands and agrees that they are committing fraud against the Mt. Ashland Association and agrees to indemnify, defend, and hold harmless Mt. Ashland against any and all damages arising out of said fraudulent act.

I/WE have read and fully understand all of the terms of this entire document. By signing below, I/we agree that the terms of this document shall be binding upon myself, my family (including parents), my heirs, executors, dependents, beneficiaries, and assigns. This agreement shall remain in full force and effect each and every time that I/WE engage in any activities at Mt. Ashland.

То	oday's Date		
Pr	int name	Signature (Signature of Parent or Legal Guard	dian required for minor(s))
Ad Pas	Pass Holder name	Signature	age
Additional Passholders	Pass Holder name	Signature	age
nal ders	Pass Holder name	Signature	age
	Pass Holder name	Signature	age