

Guest #:										For Office Use Only			
										10/11			11/12

Check Season(s) Purchased

MYMAMMOTH CARD RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

Please print clearly:

Cardholder's First Name: Last Name:
 Address: State: Zip:
 Current Age: Date of Birth: Home Phone:

1. **I UNDERSTAND THAT MY PARTICIPATION AND/OR MY CHILD'S PARTICIPATION IN THE SPORTS OF SKIING AND SNOWBOARDING (HEREINAFTER COLLECTIVELY REFERRED TO AS THE "SPORT") CAN BE DANGEROUS AND INVOLVE THE RISK OF INJURY AND DEATH.** I understand the sport involves numerous risks including, but not limited to, the risks posed by variations in terrain and snow conditions, surface and subsurface snow conditions, icy or firm snow, unmarked obstacles, thin snow cover, bare spots, bumps, moguls, stumps, forest growth and debris, erosion control devices, rocks, cliffs, steep terrain, deep snow, avalanches and other hazards whether they are obvious or not. I also understand that the sport involves risks posed by loss of balance, loss of control, falling, sliding, collisions with other skiers or snowboarders and collisions with natural and man-made objects, including trees, rocks, fences, signs, posts, lift towers, snow making equipment, snowmobiles and other over-snow vehicles.

2. Despite the risks involved in the sport and as consideration for being allowed to participate in the sport, **I AGREE TO EXPRESSLY ASSUME ANY AND ALL RISK OF INJURY OR DEATH** which might be associated with my participation and/or my child's participation in the sport and use of the facilities of Mammoth Mountain, June Mountain, and/or Tamarack Cross Country Ski Center, including the use of terrain parks, chairlifts, rental equipment, instruction, racing, skiing or snowboarding beyond the ski area boundary and all special events (hereafter collectively referred to as "use of the facilities").

3. **I AGREE NEVER TO SUE AND TO RELEASE FROM LIABILITY** Mammoth Mountain Ski Area, LLC., June Mountain, and/or Tamarack Cross Country Ski Center, the United States of America, Department of Agriculture, Forest Service, and their owners, employees, agents, landowners and affiliated companies (hereinafter collectively referred to as "Mammoth") for any damage, injury or death to me and/or my child arising from participation in the sport or use of the facilities at Mammoth regardless of cause, including the **ALLEGED NEGLIGENCE** of Mammoth.

4. I understand that this **RELEASE OF LIABILITY** will prevent me, my child, or my heirs from filing suit or making any claim for damages in the event of injury or death from my participation or my child's participation in the sport or use of the facilities. **I UNDERSTAND THIS IS A RELEASE OF LIABILITY AND AGREE THAT IT IS VALID FOREVER**, and will apply whenever I or my child participate in the sport or use the facilities at Mammoth. **FURTHER, I UNDERSTAND AND AGREE THAT IF I RENEW MY OR MY CHILD'S MYMAMMOTH CARD OR RECEIVE A MYMAMMOTH CARD AT ANY POINT IN THE FUTURE, THIS SIGNED RELEASE WILL BE VALID AND BINDING UPON ME AND/OR MY CHILD.**

5. In the event I file or my child or any legal representative files a claim or a lawsuit arising out of my participation or my child's participation in the sport or the use of the facilities at Mammoth, **I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS** Mammoth for any damages, attorney's fees or costs arising out of such a claim or a lawsuit. Additionally, I agree that this release will be admissible into evidence.

6. I agree that this release is binding upon me, my child, my heirs, assigns and legal representatives. I agree that this agreement is severable and that if any clause is found to be invalid, the offending clause will be stricken and the balance of the contract will remain in effect and will be enforceable. I agree that any action will be brought in a court of competent jurisdiction in the State of California. This agreement will be subject to and interpreted under the laws of the State of California.

THIS IS A RELEASE OF LIABILITY – DO NOT SIGN IT UNLESS YOU AGREE TO BE BOUND BY ITS TERMS

Signature of Passholder _____ Date _____

Prospective Passholders under the age of 18 years are required to have a parent or legal guardian read and sign.

Print Name of Parent/Legal Guardian _____ Relation _____

Signature of Parent/Legal Guardian _____ Date _____

Return this page only (no cover page please) to Mammoth by faxing to (866)702-9096 or mailing to Pass Releases, P.O. Box 24, Mammoth Lakes, CA 93546 (Rev 11/10)

CONDITIONS OF ISSUANCE AND AGREEMENT FOR MYMAMMOTH CARDHOLDERS

Your MYMAMMOTH Card (“Pass”) is for your use and enjoyment, but is also a revocable privilege. Listed below are some rules and guidelines we hope will make your experience safer and more enjoyable. This is only a partial list-- always use common sense and good judgment.

As a condition of holding this Pass and in return for being permitted to use the facilities of Mammoth Mountain Ski Area, June Mountain Ski Area and/or Tamarack Cross Country Ski Center (collectively referred to herein as “Mammoth”), **I agree for myself and/or my child, to the following:**

1. The Pass is non-assignable, non-refundable and cannot be transferred to another person or season. **There are no exceptions.** I understand that use of my Pass by anyone other than me shall constitute fraud and will result in the immediate loss of all lift and skiing/riding privileges without compensation and may result in criminal prosecution.
2. I understand if I am a new MYMAMMOTH Cardholder, my Pass is valid through the end of the agreed upon season, unless otherwise revoked by Mammoth. In the event that I renew my Pass for a subsequent season or seasons (“renewal season”), I understand and agree that this Conditions of Issuance and Release of Liability and Indemnity Agreement shall remain in effect for each renewal season.
3. I understand California law recognizes the enforceability of electronic transactions. I understand and agree that each time my Pass or my child’s Pass is scanned, that will constitute an electronic transaction and the terms and conditions contained on the Pass and in this release will be renewed.
4. If I do not have my Pass in my possession, I may purchase a Lift Ticket for the retail value. If my Pass is lost or stolen, I must notify a Mammoth ticket agent and it will be replaced for a \$5 charge.
5. I understand that Mammoth reserves the right to restrict the use of my Pass for any reason or to close Mammoth, or portions of Mammoth, for any special function.
6. Mammoth may amend and modify the terms of the MYMAMMOTH Card Program (“Program”) and eligibility for the Program at any time.
7. I will keep out of all areas marked “Closed”. If I travel beyond the ski area boundary, I agree to assume all risks associated with backcountry travel, including the risk of avalanches. I understand that I may be charged for any rescue, if available, beyond the boundary.
8. I agree to read and follow each and every rule stated in Your Responsibility Code, Freestyle Terrain Users’ Responsibilities and sections 602(r) and 653i of the California Penal Code. (See below.)
9. If Mammoth management or ski patrol determines that my behavior or conduct is inappropriate or unsafe, I understand they have the right to suspend or revoke my Pass without my having any right of refund or reimbursement.

YOUR RESPONSIBILITY CODE:

1. Always stay in control and be able to stop or avoid others.
2. People ahead of you have the right of way. It is your responsibility to avoid them.
3. You must not stop where you obstruct a trail or are not visible from above.
4. Whenever starting downhill or merging into a trail, look uphill and yield to others.
5. Always use devices to help prevent runaway equipment.
6. Observe all posted signs and warnings. Keep off closed trails and areas.
7. Before using any lift, you must have the knowledge and ability to load, ride and unload safely.

FREESTYLE TERRAIN USERS’ RESPONSIBILITIES:

I understand that if I enter a Freestyle Terrain Park, I should read the sign(s) at the entrance to the park. I must inspect the elements and terrain before I ski or ride over them to evaluate the risks and degree of difficulty before participating. I understand that throughout the day snow conditions and terrain features will change. I am solely responsible for knowing and understanding my ability to encounter all terrain features.

CALIFORNIA PENAL CODE:

The following misdemeanors are punishable by a fine of up to \$1,000:

- Skiing/Riding within or entering a CLOSED area. [PC 602(r)]
- Leaving the accident scene if involved in a collision, except to notify authorities or obtain assistance. [PC 653i]

PLEASE READ AND SIGN THE RELEASE AGREEMENT ON THE OTHER SIDE