

ALYESKA RESORT
2023/2024 SEASON PASS AGREEMENT

I, _____, (print name of pass holder) a season pass holder at Alyeska Resort, understand and agree to the following:

1. My season pass must be in my possession at all times when I ski/ride at Alyeska Resort. **This pass is non-transferable and non-refundable except as outlined in paragraph 4.** I agree that I will NOT share nor allow another person to use my season pass under any circumstance or condition. My sharing of my season pass will result in immediate revocation of my season pass without refund and will also result in fines and revocation of skiing/riding privileges for one full year for both me and the person caught using my season pass.

2. The **Full Season Pass** is valid for any day the Resort is open to skiing or riding for the 2023/24 ski season with no blackout dates. The **Midweek Season Pass** is valid Monday through **Thursday**; including holidays and night skiing when applicable.

3. **Season Pass Limited Refund Policy:** In the event I am injured, or become ill or pregnant, I agree to pay for all days of skiing on my season pass at the regular day ticket rate for my age. No refunds will be given for any reason if I have used my pass 10 or more days of the ski season. **No refunds will be given after Feb. 1, 2024 for any reason** regardless of how many times I have used my season pass. A refund request must be in writing stating that the pass holder cannot ski/ride for the remainder of the ski season. Failure to use or pick up my season pass during the ski season will not result in a refund nor will the season pass roll over to the next ski season. I understand that it is my responsibility to contact **the** Alyeska Resort Ticket Office in the event I choose not to pick up or use my pass on or before Feb. 1, 2024. **Initials:** _____

4. If my Season Pass is forgotten, lost, stolen, damaged, defaced or otherwise unusable, a replacement pass will be issued for a fee of \$10. I understand that **I must pay \$10 for all replacement passes.** If the Season Pass is lost or stolen, I agree to immediately inform an Alyeska Resort Ticket Office so my pass can be deactivated and a new pass issued. I understand that my replaced pass will be deactivated and will not work at the gates.

5. The season pass remains the property of Alyeska Resort. The Resort retains the right to revoke my pass and refuse to sell me future passes if I disregard ski area policies or if I disregard directions given to me by authorized Resort personnel or if I disregard posted signage. A list of conduct violations and disciplinary actions is available for review on the Alyeska Resort Website.

6. With respect to Avalanche / Terrain & Trail Closures, I agree to obey all terrain closures and posted signage. If I am caught out of bounds, I will lose my season pass and skiing privileges. If I am injured while skiing or riding on closed terrain and am rescued, I agree to pay for all costs of my rescue, including time, materials and any injuries sustained by any rescuer.

7. **With respect to the Skier Responsibility Code**, I am familiar with the Skier Responsibility Code. I understand that if I am involved in a collision on the mountain that I will remain on site until Patrol responds. I understand that fast and/or reckless skiing & riding are cause to lose my season pass and skiing privileges. **Initials:** _____

8. The duration of the ski season, the skiing conditions and the amount of ski area open for the public may be subject to forces beyond the control of Alyeska Resort. Alyeska Resort makes **no guarantee or representation** as to the quality of the skiing conditions, the number of days and/or nights which the Ski Resort, or portions of the Ski Resort, will be open or which portions of the Ski Resort will be closed for skiing, or the number of lifts that will operate. **Initials:** _____

Alyeska Resort Model Release

For consideration herein acknowledged as received, and by signing this release I hereby give Alyeska Resort Operations Limited Partnership "AROLP", Photographer / Filmmaker and Assigns my permission to license the content and to use the content in any media for any purpose (except pornographic or defamatory) which may include, among others, advertising, promotion, marketing and packaging for any product or service. I agree that the content may be combined with other images, text, graphics, film, audio, audio-visual works; and may be cropped, altered or modified.

I agree that I have no rights to the content, and all rights to the content belong to AROLP, Photographer / Filmmaker and Assigns. I acknowledge and agree that I have no further right to additional consideration or accounting, and that I will make no further claim for any reason to AROLP, Photographer / Filmmaker and/or Assigns. I acknowledge and agree that this release is binding upon my heirs and assigns. I agree that this release is irrevocable, worldwide and perpetual.

It is agreed that my personal information will not be made publicly available but may only be used directly in relation to the licensing of the Content where necessary (e.g. to defend claims, protect rights or notify trade unions) and may be retained as long as necessary to fulfill this purpose, including by being shared with sub-licensees / assignees of AROLP, Photographer / Filmmaker and transferred to countries with differing data protection and privacy laws where it may be stored, accessed and used. I represent and warrant that I am at least 18 years of age and have the full legal capacity to execute this release.

Definitions: "ASSIGNS" means a person or any company to whom Photographer/Filmmaker has assigned or licensed rights under this release as well as the licensees of any such person or company. "CONSIDERATION" means \$1 or something else of value I have received in exchange for the rights granted by me in this release. "CONTENT" means all photographs, film, audio, or other recording, still or moving, taken of me as part of the Shoot. "MEDIA" means all media including digital, electronic, print, television, film, radio and other media now known or to be invented. "MODEL" means me and includes my appearance, likeness and voice. "PARENT" means the parent and/or legal guardian of the Model. Parent and Model are referred to together as "I" and "me" in this release, as the context dictates. "PHOTOGRAPHER/FILMMAKER" means photographer, illustrator, filmmaker or cinematographer, or any other person or entity photographing or recording me. "SHOOT" means the photographic, film or recording session described in this form. **Initials:** _____

I understand that under Alaska law, THE RISK OF AN INJURY TO PERSON OR PROPERTY RESULTING FROM ANY OF THE INHERENT DANGERS AND RISKS OF SKIING RESTS WITH THE SKIER. INHERENT DANGERS AND RISKS OF SKIING INCLUDE CHANGING WEATHER CONDITIONS; EXISTING AND CHANGING SNOW CONDITIONS; BARE SPOTS; ROCKS, STUMPS AND TREES; COLLISIONS WITH NATURAL OBJECTS, MAN-MADE OBJECTS, OR OTHER SKIERS, VARIATIONS IN TERRAIN; AND THE FAILURE OF SKIERS TO SKI WITHIN THEIR OWN ABILITIES. In addition, I understand that AVALANCHES AND SNOW SLIDES MAY OCCUR AT SKI AREAS, BOTH INSIDE AND OUTSIDE OF THE POSTED BOUNDARIES AND THAT AVALANCHES ARE AN INHERENT RISK OF SKIING DUE TO THE NATURE OF SNOW AND ITS APPLICATIONS ON MOUNTAINOUS TERRAIN.

In the event that a court of competent jurisdiction determines that avalanches and/or snow slides are not covered by Alaska's Ski Liability, Safety, and Responsibility Act (AS Sections 05.45.010 – 05.45-210), then in that event, I hereby release Alyeska Resort Operations Limited Partnership, Mt. Alyeska Ski Resort Limited Partnership and Alyeska Resort Hotel Limited Partnership from any and all injuries, damages, death, loss of equipment and any pain and suffering resulting as a result of my involvement in any avalanche or snow slide at Alyeska Resort, including avalanches and snow slides both inside and outside Resort boundaries. In no event shall anything contained in this paragraph release or forgive Alyeska Resort of its responsibilities pursuant to AS Section 05.45.040.

Much of Alyeska Resort lies upon property owned by the State of Alaska Department of Natural Resources. Alyeska Resort leases much of its ski terrain, or has a permit to operate a ski resort upon property owned by the State of Alaska Department of Natural Resources. State regulations authorize Alyeska Resort to close areas due to avalanche or terrain hazards, or for the protection of public health and safety. Violations of these closures may be punished by a fine and / or revocation of skiing privileges.

I understand all policies regarding my season pass. I have been informed of the terms, conditions and limitations pertaining to my season pass (and/or that of my child). I understand and accept them.

A SKIER OR RIDER IN VIOLATION OF THE ABOVE POLICIES OR OTHER ESTABLISHED ALYESKA RESORT POLICIES WILL BE SUBJECT TO FINES AND/OR REVOCATION OF SKIING/RIDING PRIVILEGES. **Initials:** _____

If I am a parent or guardian of children with an Alyeska Resort season pass, I accept responsibility for informing my children of Alyeska Resort policies governing the use of season passes as well as all general policies and rules that govern skiing/riding at Alyeska Resort. I accept full responsibility for my child's actions while he or she is at Alyeska Resort. I also acknowledge that I am consenting to the terms, conditions and releases contained herein on behalf of my minor child or for the minor child for whom I have been appointed legal guardian.

Pass Holder's Printed Name: _____ **Age:** _____ **D.O.B:** _____

Pass Holder's Signature: _____

Parent / Guardian's Signature: _____

Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Phone:

Email:
