

ALYESKA RESORT
2026/2027 SEASON PASS AGREEMENT
LIABILITY RELEASE AND INDEMNIFICATION

As a season pass holder at Alyeska Resort, I 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 3. I agree that I will NOT share nor allow another person to use my season pass under any circumstances. Sharing my season pass will result in its immediate revocation without refund, as well as fines and revocation of skiing/riding privileges for both me and the person caught using it.
2. The Full Season Pass is valid for any day the Resort is open to skiing or riding for the 2026/27 ski season with no blackout dates. The Midweek Season Pass is valid Monday through **Thursday**, including holidays and night skiing when applicable. The Friday option is available as an add on to the midweek pass for an additional cost.
3. **My season pass is non-refundable.** In the event I am injured, or become ill or pregnant, a transfer of credit to the 2027/28 season *may* be granted under the conditions outlined in this paragraph. I agree to pay for all days of skiing on my season pass at the regular day ticket rate for my age. No transfers will be given for any reason if I have used my pass for 10 or more days of the ski season. **No transfers will be given after February 1, 2027, for any reason, regardless of how many times I have used my season pass.** A transfer 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 if I choose not to pick up or use my pass on or before February 1, 2027.
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 the Alyeska Resort Ticket Office so my pass can be deactivated and a new season pass issued. I understand that my replaced season pass will be deactivated.
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 (a/k/a "Your Responsibility Code"), I am familiar with the Skier Responsibility Code. (<https://alyeska.netlify.app/>) I understand that if I am involved in a collision on the mountain, I will remain on site until Patrol responds. I understand that fast and/or reckless skiing & riding will result in the revocation of my season pass and skiing privileges.
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.

9. In consideration for my season pass, 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.

10. It is agreed that my personal information will not be made publicly available. Still, it 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). It may be retained as long as needed 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.

11. I FULLY UNDERSTAND AND ACCEPT THAT THE RISK OF AN INJURY TO MY PERSON OR PROPERTY RESULTING FROM ANY OF THE INHERENT DANGERS AND RISKS OF SKIING/SNOWBOARDING RESTS WITH ME ONLY. THE DANGERS AND RISKS OF SKIING INCLUDE, BUT ARE NOT LIMITED TO:

Falling; avalanches (in bounds and out of bounds); cornices; suffocation; crevasses; equipment failure; equipment malfunction; equipment damage; negligent selection or binding setting and/or maintenance of the rental equipment by Alyeska Resort; improper use of rental equipment; becoming inverted; failure to maintain or otherwise upkeep his/her own personal equipment; slick or uneven surfaces; slipping; tripping; loss of balance; changing weather conditions; existing and changing snow conditions; bare spots; rugged mountainous terrain; sudden drops; bumps; stumps, trees and other forest growth; tree wells, which can result in suffocation and death; downed timber; rocks of various sizes; holes; debris; marked and unmarked obstacles; grooming, snowmaking and other equipment on the slopes; lift towers; drainage channels; variations in terrain; varying visibility; unmaintained trails; path and/or trail obstructions; unmarked roads and/or trails; others acting in a negligent manner that may cause and/or contribute to injury; failure to comply with signage; inadequate or negligent warning or instruction from ski resort employees; collisions with natural or man-made objects or collisions with other people; falling objects; encounters with snowmobiles and/or other motor vehicles; becoming lost or separated; lack of shelter; lift loading, unloading, and riding; storms, lightning, hail, snow and other adverse weather; limited access to and/or delay of medical attention; strenuous activity; fatigue; exhaustion; dehydration; hypothermia; high elevation; altitude sickness; terrain park accidents; frostbite; & mental distress.

I acknowledge and understand that the description of the risks listed above is not complete and that skiing/riding is often dangerous and may also include other risks which are

inherent and/or which cannot be reasonably avoided without changing the nature of the Activity. By signing this document, I recognize that property loss, injury, serious injury, and death are all possible while skiing/riding.

12. In consideration for my season pass, **I HEREBY AGREE NOT TO SUE ALYESKA RESORT** (Alyeska Resort Operations Limited Partnership or any of its respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, and shareholders ("Released Party") for any property damage (including but not limited to equipment damage), injury or loss to Student, including death, which I may suffer, arising in whole or in part out of renting using ski area facilities, including the lifts, for any purpose and skiing/snowboarding (hereinafter "Activity"). By agreeing not to sue, I am releasing any right to make a claim or file a lawsuit against each Released Party. Also, I **AGREE TO HOLD HARMLESS, INDEMNIFY, AND RELEASE EACH AND EVERY RELEASED PARTY FROM ALL LIABILITY** and/or claims for injury or death to persons or property damage arising from my participation in the Activity, including, but not limited to, NEGLIGENCE or BREACH of CONTRACT or express or implied WARRANTY.

13. By execution of this Agreement, I also **AGREE TO DEFEND AND INDEMNIFY/REIMBURSE** each Released Party from any claims brought by or on behalf of my minor child and/or a third party arising in whole or in part from their participation in the Activity.

14. In consideration for my season pass, I agree that any and all claims for injury and/or death arising from my participation in the Activity shall be GOVERNED BY ALASKA LAW, and the EXCLUSIVE JURISDICTION of any claim shall be in the ALASKA STATE SUPERIOR COURT FOR THE THIRD JUDICIAL DISTRICT IN ANCHORAGE, ALASKA.

15. In the case of a **MINOR** season pass holder, I, as parent or legal guardian of the minor participant, acknowledge I am not only signing this Agreement on my behalf, but that I am also signing **ON BEHALF OF THE MINOR and that the MINOR SHALL BE BOUND** by all the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor, I understand that I am also waiving certain rights on behalf of the minor that the minor otherwise may have. I agree that, but for the foregoing, the minor would not be permitted to participate in the Activity or hold a season pass.

16. If signing this Agreement without a parent or legal guardian's signature, I, under penalty of fraud, represent that I am at least 18 years of age. If signing as the parent or guardian **OF A MINOR**, I, under penalty of fraud, represent that I am a legal parent or guardian of the minor.

17. I UNDERSTAND AND ACKNOWLEDGE THAT THIS AGREEMENT IS A CONTRACT THAT RELEASES LEGAL RIGHTS AND SHALL BE BINDING TO THE FULLEST EXTENT PERMITTED BY LAW. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. It is my intent that this Agreement shall be binding upon my assignees, subrogors, distributors, heirs, next of kin, executors, and personal representatives.

18. 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.

19. 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. If I am a parent or guardian of a minor with a season pass, I take responsibility for informing that minor 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 the minor's actions while they are at Alyeska Resort. I also acknowledge that I am consenting to the terms, conditions, and releases contained herein on behalf of the minor.

I represent and warrant that I am at least 18 years of age and have the full legal capacity to execute this release.

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

Pass Holder's Signature _____

Parent's / Guardian's Printed Name _____

Parent's / Guardian's Signature _____

Address _____ **City** _____ **State** _____ **ZIP** _____

Phone _____ **Email** _____