



MOONLIGHT BASIN

Season pass payments should be made out to Moonlight Basin.

You can submit this application to Moonlight Basin, P.O. Box 160040, Big Sky, MT 59716 or to Madison Valley Ski Club, P.O. Box 1608, Ennis, MT 59729.

MADISON VALLEY SKI CLUB 2011-2012 SEASON PASS APPLICATION

ONE PER ADULT PLEASE

Last Name: _____ First Name: _____ Male Female

Mailing Address: _____ Date of Birth: _____

City: _____ State: _____ Zip: _____ Phone: _____

Email (required for exclusive pass holder communications): _____

MOONLIGHT BASIN SEASON PASS

Make payment to: Moonlight Basin

\$540 Adult Unlimited (18-64) Price valid until December 31, 2011. Sorry, no refunds if you've already got a pass.

METHOD OF PAYMENT:

Cash

Check

Credit Card

Credit Card # _____ Exp. Date: _____

Name as appears on card: _____

Cardholder Signature: _____ Date: _____

Pass Policy & Conditions

Season passes are non-transferable and may not be given, loaned, rented or transferred to anyone for any reason. Any attempt to do so will result in revocation of the pass without refund. In the event a season pass is lost or forgotten, a new card will be reissued free of charge the 1st time and \$25.00 any time thereafter from the Moonlight Basin Season Pass location. Day tickets will not be issued for forgotten passes. No purchases can be refunded. Passes must be visible when boarding lifts.

Acknowledgement of Risk, Consent & Indemnification

In consideration for the purchase of a Moonlight Basin Season Pass, and permission to ski/ board Moonlight Basin, the undersigned, do hereby agree to the fullest extent permitted by law, as follows:

1) I agree the sport of skiing/ snowboarding (the activity) involves inherent dangers and risks, known and unknown, which may cause damage, serious injury or death. Risks may include changing weather conditions; snow conditions as they exist or as they may change, including ice, hardpack, powder, packed powder, wind pack, corn snow, crust, slush, cut-up snow, and machine-made snow; avalanches, except on open, designated ski trails; collisions with natural surface or subsurface conditions, such as bare spots, forest growth, rocks,

stumps, streambeds, cliffs, trees, and other natural objects; collisions with lift towers, signs, posts, fences, enclosures, hydrants, water pipes, or other artificial structures and their components; variations in steepness or terrain, whether natural or the result of slope design, snowmaking, or snow grooming operations, including but not limited to roads, freestyle terrain, ski jumps, catwalks, and other terrain modifications; collisions with clearly visible or plainly marked equipment, including but not limited to lift equipment, snowmaking equipment, snow grooming equipment, trail maintenance equipment, and snowmobiles, whether or not the equipment is moving; collisions with other skiers; the failure of a skier to ski within that skier's ability; skiing in a closed area or skiing outside the ski areas boundary as designated on the ski area trail maps; and restricted visibility caused by snow, wind, fog, sun, or darkness. **I accept all legal responsibility for injury or damage of any kind to the extent that the injury or damage results from inherent dangers and risks of skiing.**

2) I agree the use of aerial lifts also involves inherent dangers and risks. I understand that all participants who use aerial lifts shall be presumed to have sufficient ability and physical dexterity or personal assistance to approach, load, ride, unload, depart, and in the event, be evacuated from aerial lifts safely. I am aware that my child may ride aerial lifts alone, or without supervision. **I accept all legal responsibility for injury or damage of any kind to the extent the injury or damage results from inherent dangers and risks of aerial lift use.**

3) HEADWATERS – EXPERT AREA ONLY. Headwaters Lift & Terrain is designated as an expert area only. I understand that in order to access this area, I need to possess the skills and knowledge necessary to navigate this terrain safely. **I accept all legal responsibility for injury or damage of any kind to the extent that the injury or damage results from inherent dangers and risks of skiing.**

4) I agree I have a duty to participate at all times in a manner that avoids injury to myself and others. I shall comply with the duties of a skier as set forth in Montana Code Annotated 23-2-736 and the rules established by “Your Responsibility Code” endorsed by the National Ski Area Association, which are posted on the ski area’s premises; a complete copy of each is available at the Ticket Sales office at Moonlight Basin Resort. The participant using this pass shall know the range of the participant’s ability and safely ski within the limits of that ability and the participant’s equipment so as to negotiate any section of terrain or ski slope and trail safely and without injury or damage; know that the participant’s ability may vary because of ski slope and trail changes caused by weather, grooming, or participant use; maintain control, speed and course so as to prevent injury to myself and other participants; abide by the requirements of the skier responsibility code that is published by the National Ski Area Association; obey all posted or other warnings and instructions of the ski area operator; read the ski area trail maps and be aware of its content. I acknowledge the ski area operators have the right to revoke activity privileges to anyone who does not comply with Montana statutes or ski area rules.

5) I authorize Moonlight Basin and/or their authorized personnel to treat and address medical conditions or emergencies as they deem appropriate. I further agree to pay all costs associated with such medical care and related transportation provided for the participant, and shall indemnify and hold harmless the released party for any costs incurred therein, or any claim arising therefrom. I acknowledge that Moonlight Basin does not provide accident, medical, liability, worker’s compensation insurance or any other insurance for activity participants.

6) I grant permission to the ski area and their authorized representatives to use and reproduce, without compensation, all photos or visual representations made of the participant in connection with the activity.

7) I do hereby release and hold harmless Moonlight Basin Resort and their respective employees, agents, officers, members, managers, directors, lenders and insurance carriers (the released parties) from any and all claims and liability for damage, economic loss, personal injury or death to myself and or my minor child arising from or in connection with the use of this pass, participation in the activity and/or use of the ski area premises.

If any part of the agreement is deemed unenforceable, the remaining terms shall be an enforceable contract between the parties. This agreement shall be binding upon the assigns, subrogors, successors, heirs, next of kin, executors and personal representatives of the undersigned. I understand this agreement may impact my legal rights, including the right to sue or recover compensation for alleged damages. This agreement shall be governed by the laws of the state of Montana.

I have read this Agreement, understand it contents, and wish to apply for a Moonlight Basin Season Pass.

Pass Holder Signature

Date _____