

2011-2012 MEMBERSHIP APPLICATION

Acknowledgement of Risk, Indemnification & Jack Creek Road Usage Agreement



Please return this Agreement to MVSC, P.O. Box 1608, Ennis, MT 59729 with the \$100 membership fee, a copy of your driver's license, a copy of the auto insurance card for each vehicle listed below. Please make sure this Agreement is signed by each Adult MVSC Member.

MEMBER INFORMATION

VEHICLE #1 INFORMATION: Please list the Year, Make, Model, Color and License Plate Number

VEHICLE #2 INFORMATION: Please list the Year, Make, Model, Color and License Plate Number

ADULT MEMBER #1:

CONTACT PHONE NUMBER:

ADULT MEMBER #2:

CONTACT PHONE NUMBER:

E-MAIL ADDRESS: (Required for gate code change communications)

ADDRESS – Mailing Address, City, State, Zip

EMERGENCY CONTACT

RELATION

PHONE NUMBER

MINOR MEMBER #1

AGE

Check box if minor has M-Bar-T Pass

MINOR MEMBER #2

AGE

Check box if minor has M-Bar-T Pass

MINOR MEMBER #3

AGE

Check box if minor has M-Bar-T Pass

MINOR MEMBER #4

AGE

Check box if minor has M-Bar-T Pass

Acknowledgement of Risk and Indemnification Agreement

"Member" means each person listed on this form. The "Undersigned" means each Member, and when a Member is under age 18, it includes such Members' parent or legal guardian signing on behalf of himself/herself or on behalf of the minor child(ren). The Member, acting on behalf of him or herself, or as the parent or guardian of a minor child(ren), hereby voluntarily requests to participate, and/or to have my minor child(ren) participate in Madison Valley Ski Club (the Activity).

I agree there are dangers and risks associated with vehicular operation and transportation during winter conditions, including but not limited to slick roads, blowing & drifting snow, cold & sub-zero temperatures, partial road closures, collisions with other vehicles and objects, sliding off the road, getting stuck, limited visibility, driver's ability to control and operate a vehicle in winter conditions, and other known and unknown risks. I acknowledge the existence of these risks and accept such risks without reservation.

In addition, 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; avalanches, except on open, designated ski trails; collisions with natural surface or subsurface conditions; use of aerial lifts; collisions with natural and man-made objects and collisions with other people; variations in steepness or terrain, whether natural or the result of slope design, snowmaking, or snow grooming operations; collisions with clearly visible or plainly marked equipment; 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/snowboarding.

I acknowledge and agree that Madison Valley Ski Club and Moonlight Basin Ranch do not provide accident, medical, liability, auto, worker's compensation insurance or any other insurance for Club Members. My insurance shall be considered the only insurance in event of a claim.

ON BEHALF OF MYSELF AND THE MINOR CHILD(REN) NAMED ON THIS RELEASE, I HEREBY ACKNOWLEDGE AND ACCEPT ALL RISKS ASSOCIATED WITH THE ACTIVITY, INCLUDING THOSE DESCRIBED ABOVE, AND THOSE KNOWN, UNKNOWN, INHERENT OR OTHERWISE. IN ADDITION, TO THE FULLEST EXTENT ALLOWED BY LAW, THE UNDERSIGNED, IN EXCHANGE FOR PERMISSION TO PARTICIPATE IN MADISON VALLEY SKI CLUB, DOES RELEASE, HOLD HARMLESS AND INDEMNIFY MADISON VALLEY SKI CLUB, THEIR BOARD OF DIRECTORS, AND MOONLIGHT BASIN RANCH LIMITED PARTNERSHIP AND THEIR AFFILIATED OR PARENT COMPANIES, AND THEIR RESPECTIVE EMPLOYEES, AGENTS, OFFICERS, MEMBERS, MANAGERS, DIRECTORS, LENDERS AND INSURANCE CARRIERS (THE RELEASED PARTIES) FROM ANY AND ALL LIABILITY FOR DAMAGE, ECONOMIC LOSS, PERSONAL INJURY OR DEATH TO MYSELF, MY MINOR CHILD(REN) AND ANY OTHER PERSON RIDING IN MY VEHICLE, RESULTING FROM THE RISKS DESCRIBED HEREIN, REGARDLESS OF WHETHER SUCH RISKS RESULT FROM THE BREACH OF ANY EXPRESSED OR IMPLIED WARRANTY OF THE RELEASED PARTIES.

THE UNDERSIGNED, ON BEHALF OF MYSELF AND THE MINOR CHILD(REN), FURTHER AGREE TO INDEMNIFY AND DEFEND EACH RELEASED PARTY FROM ANY AND ALL CLAIMS OF THE UNDERSIGNED OR ANY THIRD PARTY ARISING IN WHOLE OR PART FROM PARTICIPATION IN MADISON VALLEY SKI CLUB. THE UNDERSIGNED FURTHER AGREES TO PAY ALL COSTS OR ATTORNEY FEES OF ANY RELEASED PARTY.

THE UNDERSIGNED REPRESENT THAT THE MEMBER IS CAPABLE OF PARTICIPATING IN THE RIGORS OF THE ACTIVITY. THE UNDERSIGNED AUTHORIZES ANY RELEASED PARTY AND/OR THEIR AUTHORIZED PERSONNEL TO 1) CALL FOR OR AUTHORIZE A LICENSED PHYSICIAN OR QUALIFIED MEDICAL SERVICE PROVIDER TO PROVIDE MEDICAL CARE FOR THE MEMBER; 2) TO TRANSPORT THE MEMBER TO A MEDICAL FACILITY OR HOSPITAL IF, IN THE OPINION OF SUCH PERSONNEL, MEDICAL ATTENTION IS NEEDED. THE UNDERSIGNED AGREES THAT UPON THE MEMBER'S TRANSPORT TO ANY SUCH MEDICAL FACILITY OR HOSPITAL THE RELEASED PARTY SHALL NOT HAVE ANY RESPONSIBILITY FOR THE MEMBER. FURTHER, THE UNDERSIGNED AGREES TO PAY ALL COSTS ASSOCIATED WITH SUCH MEDICAL CARE AND RELATED TRANSPORTATION PROVIDED FOR THE MEMBER, AND SHALL INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTY FOR ANY COSTS INCURRED THEREIN, OR ANY CLAIM ARISING THEREFROM.

THE UNDERSIGNED AGREES THAT ALL CLAIMS FOR INJURY, DEATH OR OTHERWISE, REGARDING ANY ALLEGED INCIDENT SHALL BE GOVERNED BY MONTANA LAW AND EXCLUSIVE JURISDICTION FOR ANY SUCH CLAIMS SHALL BE IN STATE DISTRICT COURT IN THE COUNTY WHERE THE INCIDENT OCCURRED, OR IN A FEDERAL DISTRICT COURT IN MONTANA.

IF ANY PART OF THIS AGREEMENT IS DEEMED TO BE UNENFORCEABLE, THE REMAINING TERMS SHALL BE AN ENFORCEABLE CONTRACT BETWEEN THE PARTIES. THIS RELEASE 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.

THIS AGREEMENT SHALL BE EFFECTIVE UNTIL TERMINATED IN WRITING BY MADISON VALLEY SKI CLUB.

I HAVE CAREFULLY READ THIS AGREEMENT, UNDERSTAND IT, AND ACCEPT ITS TERMS.

SIGNATURE OF ADULT MEMBER #1/ PARENT/ LEGAL GUARDIAN

DATE

SIGNATURE OF ADULT MEMBER #2/ PARENT/ LEGAL GUARDIAN

DATE

CONDITIONAL USAGE AGREEMENT FOR JACK CREEK ROAD

This conditional usage agreement is between Moonlight Basin Ranch, LP (hereinafter "Moonlight") and the Madison Valley Ski Club Member(s) (hereinafter "Member") named below.

In consideration for permission to use the Jack Creek Road as a Madison Valley Ski Club Member, the undersigned, do hereby agree to the fullest extent permitted by law, as follows:

I acknowledge and agree the road use permit being issued gives me a revocable, non-transferable right to use the Big Sky Roadway, commonly known as the Jack Creek Road. This right is subject to the "rules of the road" as printed on signs at the entrances of the Big Sky Road, along with other conditions including, but not limited to: (Please initial after each term to confirm acknowledgement & agreement)

_____ 1) The Madison Valley Ski Club has obtained specific authorization in advance from Moonlight to use the road. Madison Valley Ski Club Members may not use the road for any other purpose than skiing, snowboarding or patronizing Moonlight Basin Resort. Member(s) and all passengers are required to have in their possession a Moonlight Basin season pass or day lift ticket.

_____ 2) Road use is limited and only available from December 10, 2011 to Closing day in April 2012. Madison Valley Ski Club Members may travel on the road starting at 7:45am to 6:45pm during this date period.

_____ 3) Jack Creek Road is accessed by an entrance gate at each end; the gate is opened by entering a code into the keypad at each entrance. Member shall not give out this gate code to any other person.

_____ 4) Member(s) using the road must be registered and approved by Madison Valley Ski Club prior to using the road, and member(s) vehicle operators must provide a copy of their driver's license, copy of vehicle registration and acceptable proof of vehicle insurance. Road passes must be placed on the vehicle front dash and visible to oncoming traffic.

_____ 5) Member(s) operating the registered vehicle must be 18 years of age or older, must carry a current valid driver's license and shall operate their vehicle in accordance with all applicable private, local and federal laws.

_____ 6) 4-wheel drive or all-wheel-drive vehicles only, equipped with a shovel and a tow rope. Off-road activity is strictly prohibited. No hunting or fishing of any kind is permitted. No recreational hiking or jogging on the road. No motorcycles, ATV's or bicycles are permitted on the road.

_____ 7) NO GUNS, WEAPONS, ALCOHOLIC BEVERAGES OR ILLEGAL SUBSTANCES are allowed in vehicles traveling the Big Sky Roadway/Jack Creek Road. If it is discovered that Member(s) is or has driven on the road in possession of or under the influence of alcoholic beverages or illegal substances, Member will be permanently banned from private road usage.

_____ 8) Caution and courtesy must and shall be used, and the speed limits must be observed at all times (25 MPH). If Member is observed or reported to Moonlight as driving recklessly (speeding, passing cars, tailgating, spinning out, etc) on the road, Member will be permanently banned from private road usage.

- No Tailgating
- No funny business, no spinning out, no reckless driving in any manner will be tolerated

- No speeding, the speed limit is posted and is 25 mph. Weather conditions often warrant a much slower speed
- Yield to Moonlight Basin road maintenance.
- Keep vehicle headlights ON at all times
- If you are a slower driver, please show courtesy, put your blinker on and pull over to let other traffic by
- If you get a habit of getting stuck on Jack Creek Road, you may lose privileges & Membership
- If you get in an accident on Jack Creek Road, you may lose privileges & Membership
- Negative attitudes, rudeness, threats, fights, or disruptive conduct will NOT be tolerated, you may lose privileges & Membership

_____ 9) If Member breaks down or gets stuck, Member is responsible for getting a tow immediately. Do not leave an abandoned vehicle, it may be seized and Member will be fined. D&D Auto in Ennis has access to the private road, dial 406-522-1056 pager and wait for call back (2nd call tow cell at 406-570-9872) for assistance.

_____ 10) I understand that the Big Sky Roadway/Jack Creek Road is a primitive road, and I assume any and all liability that may occur as a result of using the road. Moonlight is not responsible for any accidents or damage done while traveling this road.

_____ 11) Moonlight has the authority in its sole, absolute and final discretion to terminate this Agreement and revoke all rights of the Member or Members at any time. Moonlight may assign this Agreement in its sole discretion without notice.

By accepting this Agreement, the Member, together with their heirs, successors and assigns, does hereby indemnify and hold harmless Moonlight Basin Ranch, L.P., and all of its owners, officers, managers, employees, affiliates, subsidiaries, insurance companies, lenders, successors and assigns, from any and all claims, either by the Member here of or any Third parties. This indemnification shall include an obligation to pay any and all damage, judgments, settlements, expenses, costs of court, consultant or expert fees, attorney fees and other expenses of any kind associated with such claims, including all costs of defense regardless of whether such claims are successfully or unsuccessfully prosecuted. Venue and jurisdiction for interpretation and enforcement of this Agreement shall be the State of Montana.

I also understand that any use of the road outside of the terms and conditions set forth above is strictly prohibited and will be considered trespassing and I will be prosecuted.

Adult Member #1 _____ Date: _____
Signature

Adult Member #1 _____
Print Name Telephone #

Adult Member #2 _____ Date: _____
Signature

Adult Member #2 _____
Print Name Telephone #