

**Membership and Year Round Season Pass Holder Contract**

Membership in the **LOS ALAMOS SKI CLUB** (hereinafter "Ski Club") is open to persons who are at least 18 years of age on or before November 3, 2008 and who principally reside in or who are principally employed in or have retired from principal employment in the County of Los Alamos, or who belong to a household, a member of which principally resides in, or is principally employed in or has retired from principal employment in Los Alamos County. Season Pass Holders are those who wish to have full season access to the ski facilities but do not meet the requirements for Membership as defined in the bylaws. Season Passes for the Ski Club are neither transferable nor refundable for weather related reasons. A household is defined as a person or persons and his/her dependents 24 years of age and under and listed for Federal Income Tax Deductions and supported by the members of the household.

**Full Release from Liability and Indemnity Agreement**

On behalf of **MYSELF** and/or any **MINOR** for whom I am signing, I understand and **EXPRESSLY AGREE** that skiing and mountain biking in their various forms are **INHERENTLY HAZARDOUS SPORTS** that have many dangers and risks. I realize that **INJURIES** are a common and ordinary occurrence of these sports. **I EXPRESSLY AGREE**, as a condition of being allowed to purchase a Pass and to use the ski area facility and premises, that **I** and any **MINOR** for whom I am signing freely accept and voluntarily **ASSUME ALL RISKS** of personal injury or death or property damage, and **FULLY RELEASE** Ski Club and its agents, employees, directors, officers, and shareholders **FROM ANY AND ALL LIABILITY** for personal injury, death or property damage which results **IN ANY WAY** from my participation or that of the minor in these sports, conditions on or about the premises and facilities or the operations of the Ski Club including, but not limited to, grooming, snow making, ski lift operations while Passholder is loading or unloading, terrain features, actions or omissions of employees, agents or other skiers and bikers, or participation in skiing, biking or other activities in the area, including any caused by **NEGLIGENCE** of Ski Club, and **ACCEPTING MYSELF THE FULL RESPONSIBILITY** for **ANY AND ALL** such damage or injury of any kind which may result to **ME** and/or any **MINOR**. In addition, if signing for a **MINOR**, the undersigned parent/guardian signing below represents to Ski Club that they have the authority to enter into this contract on behalf of said **MINOR** and on behalf of any other parent or guardian of said **MINOR**. Further, on behalf of **MYSELF** and/or any **MINOR**, and in exchange for this Pass that allows skiing and mountain biking at a discount, **I** separately and contractually **AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS** Ski Club **FROM ANY AND ALL CLAIMS** arising from participation in these sports at Ski Club and/or this contract brought on behalf of the **PASSHOLDER** and/or any **MINOR** or any other parent/guardian thereof, even after the minor has attained majority, or from third parties injured by **PASSHOLDER** and/or any **MINOR**, and hold Ski Club, its representatives, agents, affiliates, officers, directors, servants and employees harmless from any such claim, legal action, harm, injury, damages or loss to person and/or property including, but not limited to, attorneys fees and costs.

In further exchange for, and in consideration of, Ski Club making this Pass and the ski area available to me for participation in the sports of skiing and mountain biking, **I CONTRACTUALLY AGREE** that any and all disputes between **MYSELF** and/or any **MINOR** and Ski Club arising from my use of this Pass or my participation in the sports of skiing and mountain biking at Ski Club and including any claims for personal injury and/or death, will be **GOVERNED BY THE LAWS OF THE STATE OF NEW MEXICO** and the **EXCLUSIVE JURISDICTION** thereof will be in the state or federal courts of the **STATE OF NEW MEXICO**.

Ski Club **STRONGLY SUGGESTS** that Passholder obtain or confirm the existence of **HEALTH** and/or **ACCIDENT INSURANCE** to protect **PASSHOLDER** and/or any **MINOR BEFORE PARTICIPATING** in the sport of skiing and/or mountain biking at Ski Club.

**Conditions of Use**

1. Payment of fees entitle Members and Season Pass holders to the use of ski slopes, base area, and lifts for authorized forms of skiing, mountain biking and snowboarding only when the ski area is open for public use. Base area use for skiing and snowboarding is permitted from 8:00 AM to 4:30 PM on Fridays, Saturdays, Sundays and announced holiday dates. Ski Lifts and Slopes will be available for use from 9 AM—4 PM during open days from season opening date to season closing date. Lifts and Slopes will be available for mountain biking at announced dates and hours during the summer season.
2. The Season Pass remains the property of Los Alamos Ski Club and must be relinquished on the demand of an authorized representative of the Ski Club. The Pass must be in the possession of the Pass Holder whenever using the facility and must be available for inspection by an authorized agent of the Ski Club. There will be a replacement charge if the Pass is lost or damaged.
3. Upon being injured, the Pass Holder shall indicate to the Ski/Bike Patrol personnel offering First Aid treatment his or her acceptance or rejection of such service. If such service is not refused or if the Pass Holder is unable to indicate his or her acceptance or rejection of such service, the acceptance of such service shall be presumed.

I, the undersigned, **HAVE READ AND UNDERSTAND** the terms of the above Contract, including the Conditions of Use and the **FULL RELEASE FROM LIABILITY AND INDEMNITY AGREEMENT** which are separate and essential parts of it. I am signing it freely and of my own accord, realizing **IT IS BINDING** upon myself, my heirs and assigns, and, in the event that I am signing it on behalf of any **MINORS**, that I have full authority to do so, realizing its **BINDING EFFECT** on them as well as myself. If any part of this agreement is deemed unenforceable, the remainder shall be an enforceable contract between the parties. **I AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT I AM RELEASING LEGAL RIGHTS OF MYSELF AND/OR ANY MINOR BY SIGNING IT.** The undersigned hereby confirms they meet the eligibility requirements for Membership or Season Pass.

**ALL ADULTS** (Age 18 and older) **MUST SIGN FOR THEMSELVES.**  
**PARENT OR GUARDIAN MUST SIGN FOR ANY MINOR** (Age 17 and younger.)

1.			
	Print Pass Holder Name	Signature of Pass Holder or Parent/Guardian	Date
2.			
	Print Pass Holder Name	Signature of Pass Holder or Parent/Guardian	Date
3.			
	Print Pass Holder Name	Signature of Pass Holder or Parent/Guardian	Date
4.			
	Print Pass Holder Name	Signature of Pass Holder or Parent/Guardian	Date
5.			
	Print Pass Holder Name	Signature of Pass Holder or Parent/Guardian	Date
6.			
	Print Pass Holder Name	Signature of Pass Holder or Parent/Guardian	Date