

**Timberline Flex Pass Application
Winter 2009-2010**

VALID WINTER SEASON OPENING THROUGH May 31st, 2010



Form of Payment	
Date Received	
Amount	
Rec'd By	

This pass does not guarantee use of ski area facilities at times when Timberline Ski Area may be closed.

PASS PRICES	THRU 11/08/09	ON OR AFTER 11/09/09
5 Credit Pass Any Age	\$175	\$189
10 Credit Pass Any Age	\$325	\$349

PLEASE CAREFULLY READ ACCOMPANYING PAGE OF THIS FORM BEFORE SIGNING. THIS IS A LEGAL CONTRACT WHICH ALL PASS HOLDERS MUST READ, UNDERSTAND AND SIGN BEFORE PASSES WILL BE ISSUED.

I (we) agree to comply with all terms and conditions stated on the accompanying pages of this contract.

I (we) acknowledge that I (we) have read and agree to the RELEASE AND INDEMNITY provisions of paragraph 4 on the accompanying page which creates legal obligations for pass holders and their parents or guardians if the pass holder is under age 18.

This pass is non-transferable; non-refundable

Only the pass holder may use pass

****ONE CREDIT PER DAY, NO BLACKOUT PERIODS – PASS AND CREDITS EXPIRE MAY 31, 2010****

PLEASE PRINT:

Pass Holder Name: _____ M F Date of Birth: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____

E-mail: _____

PASS # _____ REPLACEMENT PASS #: _____

Pass Holder Signature: _____

Parent or Guardian Signature if Pass Holder is under Age 18:

Signed copy of the agreement page must be presented at ski area when photo is taken for pass.

**TIMBERLINE FLEX PASS
TERMS AND CONDITIONS OF SALE
(Pass valid through May 31st, 2010)**

1. A season pass is to be used only by the named individuals. It is **non-transferable**. Any fraudulent use of a pass will be cause for immediate cancellation with no refund. The season pass remains the property of RLK and Company, dba Timberline Lodge & Ski Area and must be relinquished upon request.

2. **No refunds for any reason.** Refunds or rain checks are not considered if the ski area is closed because of weather or other conditions.

3. Passes must be visible at all times when in lift lines. Pass must be available for view and scanning upon request by authorized Timberline employees.

4. RELEASE AND INDEMNITY AGREEMENT. "EACH PURCHASER AND USER OF THIS PASS AGREES TO RELEASE, INDEMNIFY, AND HOLD HARMLESS R.L.K. AND COMPANY, ITS DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS AND AGENTS (COLLECTIVELY REFERRED TO AS "TIMBERLINE") FROM ANY AND ALL CLAIMS AND LIABILITIES ARISING FROM THE USE OF THIS PASS, OR THE USE OF ANY TIMBERLINE EQUIPMENT, SERVICES, AND FACILITIES DURING THE 2009/2010 SKI SEASON. THE UNDERSIGNED PARENT OR GUARDIAN OF ANY MINOR USING A PASS HEREUNDER SHALL INDEMNIFY TIMBERLINE FROM INJURIES OR PROPERTY DAMAGE INCURRED BY OR CAUSED BY SUCH A MINOR. THE INDEMNITIES HEREUNDER SHALL INCLUDE COSTS AND ATTORNEY FEES INCURRED BY TIMBERLINE. THIS RELEASE AND INDEMNITY AGREEMENT INCLUDES CLAIMS BASED UPON TIMBERLINE'S NEGLIGENCE."

Pass holder initials _____

5. Lost Passes: A lost pass must be reported to skier services. Beyond this, the pass holder must purchase a replacement pass for \$50.00; only 1 replacement pass will be issued during a season. The lost pass is then placed on the ticket checker's void pass list. If later the pass is found, no refund will be given.

Pass holder initials _____

6. The purchaser and user of this pass agree and understand that skiing can be hazardous and agrees to always ski in control!

7. The purchaser and user of this pass agree to comply with the duties of skiers under Oregon law, ORS 30.985, which include but are not limited to the following:

- (a) Skiers who ski in any area not designated for skiing within the permit area assume the inherent risks thereof.
- (b) Skiers shall be the sole judges of the limits of their skills and their ability to meet and overcome the inherent risks of skiing and shall maintain reasonable control of speed and course.
- (c) Skiers shall abide by the directions and instructions of the ski area operator.
- (d) Skiers shall familiarize themselves with posted information on location and degree of difficulty of trails and slopes to the extent reasonably possible before skiing on any slope or trail.
- (e) Skiers shall not cross the uphill track of any surface lift except at points clearly designated by the ski area operator.
- (f) Skiers shall not overtake any other skier except in such a manner as to avoid contact and shall grant the right of way to the overtaken skier.
- (g) Skiers shall yield to other skiers when entering a trail or starting downhill; skiers shall not cross into designated training lanes.
- (h) Skiers must wear retention straps or other devices to prevent runaway skis.
- (i) Skiers shall not board rope tows, wire rope tows, j-bars, t-bars, ski lifts or other similar devices unless they have sufficient ability to use the devices, and skiers shall follow any written or verbal instructions that are given regarding the devices.
- (j) Skiers, when involved in a skiing accident, shall not depart from the ski area without leaving their names and addresses if reasonably possible.
- (k) A skier who is injured should, if reasonably possible, give notice of the injury to the ski area operator before leaving the ski area.
- (l) Skiers shall not embark or disembark from a ski lift except at designated areas or by the authority of the ski area operator.

Snowboarders and all other users of this pass are skiers for all purposes under the terms of this agreement and under Oregon law.

In the event of any claims or litigation arising out of or in connection with the use of this pass or participation by the user in any activity at Timberline, the venue for any legal proceeding shall be Clackamas County, Oregon. If any part of this Agreement is declared to be unenforceable the remaining terms shall continue to be valid.

PASS SUBJECT TO CANCELLATION WITH NO REFUND, DUE TO FAILURE TO FOLLOW ANY SKI AREA RULES OR PROCEDURES, HAZARDOUS OR DISCOURTEOUS SKIING, OR THEFT OF PROPERTY

I have read and agree to all of the above:

Pass Holder Signature: _____ Date: _____

Parent or Guardian Signature if Pass Holder is under Age 18: _____