

**SUMMER SKI - 2009
PASS APPLICATION**

Valid MAY 21st THROUGH SEPTEMBER 7th, 2009



Pass #	
Form of Payment	
Date Received	
Amount	
Rec'd By	

ANY AGE \$835

PLEASE CAREFULLY READ THE BACK 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 agree to comply with all terms and conditions stated on the reverse side of this contract. This contract governs individual and family pass holders. I acknowledge that we have read and agree to the RELEASE AND INDEMNITY provisions of paragraph 4 on the reverse side (page 2)

_____	_____	M F
Last Name	First Name	Gender
_____	_____	
Address 1	Home Phone	
_____	_____	
Address 2	Cell Phone	
_____	_____	
City	State	Zip Code
_____	_____	
Email Address	Date of Birth	

I agree to comply with all terms and conditions stated on the reverse side of this contract. This contract governs individual and family pass holders. I acknowledge that I have read and agree to the RELEASE AND INDEMNITY provisions of paragraph 4 on the reverse side (page 2).

_____	_____
Print Parent or Guardian Name (if under 18)	Parent or Guardian Signature (if under 18)

Pass Holder Signature

**TIMBERLINE SEASON PASS – SUMMER SKI
TERMS AND CONDITIONS OF SALE
(Pass valid May 21st through September 7th, 2009)**

Season passes do NOT include the use of the pool and Hotel amenities. Anyone caught in violation of this policy, will lose pass privileges and may be excluded from Timberline Property for a minimum of 2 years.

Please Initial: _____

1. A season pass is sold only to 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 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 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, BUT IT DOES NOT EXTEND TO CLAIMS WHERE A RELEASE MAY BE PROHIBITED BY LAW".

Pass holder initials _____

5. Lost Passes: A lost pass must be reported to skier services. A one-time-only ticket will be issued and will be attached in the presence of a pass office employee. 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. Forgotten Passes: Always have your pass when you come to the ski area. You will be allowed one "I forgot" replacement ticket, which will be attached in the presence of a pass office employee. On the second occasion, you must pay for a full price ticket. A "Lost pass" charge counts as an "I forgot".

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

8. The purchaser and user of this pass agrees 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 HAZARDOUS OR DISCOURTEOUS SKIING, OR THEFT OF PROPERTY**

Signature of Pass Holder: _____

Print Parent Name (if under 18) _____

Signature of Parent (if under 18) _____