

McCall Area Pass

DATE: _____

VENDOR: _____

McCall Nordic, in cooperation with the Activity Barn, Jug Mountain Ranch, and Ponderosa State Park, has created the McCall Area Pass [MAP]. Available for the 2008/2009 season. Passes are available for \$135 + sales tax for individuals, or \$250 + sales tax for families. The passes are non-transferable. Family passes – up to six members, are for family members living in the same household with children still in high school or younger. MAP is a fundraiser for Payette Lakes Ski Club and the programs and trails at the Little Ski Hill and Bear Basin.

Family Name: _____
 Address: _____
 City: _____ State: _____
 Zip: _____ Phone: _____
 E mail: _____

Season Pass Categories:	Number of Passes	Total \$
Individual Pass \$135.00 + sales tax = \$143.10	_____	_____
Family Pass* \$250.00 (up to 6 members) + sales tax = \$265.00	_____	_____

* Family passes are for family members living in the same household with kids still in high school or younger. TOTAL DUE \$ _____

Pass Holder Names, First/Last (Please Print Legibly)	Age
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____

Payment method, choose one:

Cash Check (Payable to PLSC) Credit Card Visa MasterCard American Express Discover

Name on Card: _____ Signature: _____

Card Number: _____ Expiration Date: _____

Total amount to be charged: \$ _____

Credit card billing address Same as above, or if different from above fill-in below

Address: _____

City: _____ State: _____ Zip: _____



McCall Area Pass

For purposes of this release and waiver: The person for whom this season pass is purchased is referred to as "HOLDER" or "SKIER", for use at and Tamarack Resort, Jug Mountain Ranch, Activity Barn, Ponderosa State Park and Payette Lakes Ski Club(the Little Ski Hill), its affiliated organizations and companies together are referred to as the "Ski Areas" and "THE UNDERSIGNED" means HOLDER when HOLDER is age 18 **OR** older or it means both the HOLDER and the

HOLDER's parent or legal guardian when HOLDER is under 18. THE UNDERSIGNED agree and understand that engaging in the activities of a Skier (as defined below) at the Ski Areas, and the use of the lifts or other passenger tramways (the "Lifts"), for any purpose (the "ACTIVITY") can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY OR DEATH.**

THE UNDERSIGNED are advised that a person present at the Ski Areas for the purpose of engaging in alpine, Nordic, telemark, cross-country or other types of skiing, snowboarding, snowskating, snowshoeing, rollerskiing or similar activities at the Ski Areas is considered a "Skier". THE UNDERSIGNED acknowledge and understand the following **WARNING** about the dangers and risks of skiing and understand that HOLDER ASSUMES THE FOLLOWING RISKS:

WARNING

Under Idaho law, a Skier assumes the risk of and legal responsibility for any injury to person or property resulting from any of the inherent dangers and risks of skiing, including any injury caused by surface or subsurface snow or ice conditions; bare spots; rocks, trees, other forms of forest growth or debris; lift towers or components thereof; utility poles; snowmaking and snowgrooming equipment which is plainly visible or plainly marked and variations in terrain. A Skier also is solely responsible for knowing the range of his/her ability to negotiate any slope or trail; skiing within his/her own abilities; maintaining reasonable control of speed and course at all times; refraining from acting in a manner which may cause or contribute to the injury of any person; wearing retention straps or other devices to help prevent runaway skis; and for any collision by the Skier with any person.

THE UNDERSIGNED agree and understand the risks associated with the ACTIVITY, in addition to those previously listed, include, but are not limited to: marked and unmarked obstacles, slick or uneven surfaces, rugged mountainous terrain, high altitude, personal ski equipment, tree wells or the actions of other persons in the Ski Areas. Holder is responsible for complying with all signage, and must have the physical dexterity to safely board and exit the Lifts. THE UNDERSIGNED understand that snowmobiles, snowmaking and snow-grooming equipment may be encountered at any time, and that falls and collisions occur and injuries are a common and ordinary occurrence of the ACTIVITY. **RECOGNIZING THESE RISKS, HOLDER VOLUNTARILY CHOOSES TO TAKE PART IN THE ACTIVITY.**

In consideration of allowing HODER to use the Ski Areas facilities, THE UNDERSIGNED agree to **ASSSUME ALL RISKS** associated with the HOLDER's participation in the ACTIVITY, and agree to **HOLD HARMLESS, RELEASE, DEFEND, AND INDEMNIFY** the Ski Areas, the State of Idaho, the Idaho State Board of Land Commissioners and all of their respective insurance carriers, agents, agencies, employees, representatives, assignees, officers, directors and shareholders (each, individually, along with the Ski Areas Operator, a "RELEASED PARTY") for **ANY AND ALL LIABILITIES** and/or claims for injury or death to persons or damage to property arising from HOLDER's engagement in the ACTIVITY, including those claims based on any RELEASED PARTY's **alleged or actual NEGLIGENCE or BREACH of any express or implied WARRANTY.**

THE UNDERSIGNED take full responsibility for any injury or loss to HOLDER, including death, which HOLDER may suffer, arising in whole or in part out of the ACTIVITY, and **AGREE: 1) NOT TO SUE** any RELEASED PARTY and agree they are **releasing any right** to make a claim or **file a lawsuit** against any RELEASED PARTY; 2) **TO DEFEND AND INDEMNIFY** each RELEASED PARTY for any and all claims of THE UNDERSIGNED and/or a THIRD PARTY arising from HOLDERS participation in the ACTIVITY: and 3) to pay all costs and attorneys' fees incurred by any RELEASED PARTY in defending a claim or suit brought by or on behalf of THE UNDERSIGNED.

The pass is **NOT TRANSFERABLE**, and **CANNOT BE RESOLD**. Re-issued passes may be subject to a replacement fee. THE UNDERSIGNED acknowledge their duty to immediately notify the Ski Area Operator if HOLDER's pass is loss or stolen.

THE UNDERSIGNED agree that **ANY AND ALL CLAIMS** for injury and/or death arising from HOLDER's participation in the ACTIVITY shall be **GOVERNED BY IDAHO LAW and EXCLUSIVE JURISDICTION** of any claim shall be in the **IDAHO DISTRICT COURT in and for the county where the alleged incident occurred or in the FEDERAL COURT FOR THE STATE OF IDAHO.**

If HOLDER is a minor, each of THE UNDERSIGNED acknowledge that he/she/they is/are signing this release on behalf of the minor and that the minor is bound by this release. Additionally, **by signing this release as the parent or legal guardian of a minor HOLDER, the parent or legal guardian understands that he/she is waiving certain rights on behalf of the minor that the minor otherwise may have.** The UNDERSIGNED agrees that but for the foregoing, the minor HOLDER would not be permitted to participate in the ACTIVITY.

If any part of this release is deemed to be unenforceable, the remaining terms shall be enforceable between the parties. This release shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of the UNDERSIGNED.

I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS, AND AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OTHERWISE MAY HAVE. There is a reprint fee of \$25 for lost passes.

Pass Holder/Parent/Guardian Signatures (If under 18 parent or legal guardian must sign) Pass Number (supplied by vendor)

1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____