



**COMPLETE BOTH SIDES OF FORM**

# McCall Area Pass

**Date:** \_\_\_\_\_ **INDIVIDUAL AND FAMILY PASS** **Vendor** \_\_\_\_\_

McCall Nordic, in cooperation with the Activity Barn, Bear Basin, Jug Mountain Ranch, and Ponderosa Park, has created the McCall Area Pass (Map). Passes are available for the 2010-11 season, individual pass is \$135.00 plus tax and \$250.00 plus sales tax for families. 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, with all money going to help support all four ski areas trail grooming.

MAP SEASON PASS CATEGORIES	NUMBER OF PASSES	TOTAL \$
Individual Pass \$135.00 + sales tax = \$143.10	_____	_____
Family Pass \$250.00 + sales tax = \$265.00	_____	_____
	<b>Total Due \$</b>	_____

Pass Holder Names, first/Last ( Please print legibly)	Age
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____

**Payment method, choose one:**

Cash     Check (payable to vendor)     Credit Card (payable to vendor)

**Name** \_\_\_\_\_ **Signature** \_\_\_\_\_

**Address** \_\_\_\_\_ **City** \_\_\_\_\_ **ST** \_\_\_\_\_

(Required) E-mail address \_\_\_\_\_

**McCall Nordic Pass | P. O. Box 529 | McCall ID 83638 | 208-634-6497 Steve Jones**

**www.mccallnordic.com**

Complete both sides of form **McCall Area Pass** For purposes of this release and waiver: The person for whom this season pass is purchase is referred to as the "HOLDER" or "SKIER", for use at Activity Barn, Bear Basin, Jug Mountain Ranch and Ponderosa Park, it 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 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 trails can be HAZARDOUS AND INVLOVES THE RISK OF PHYSCIAL INJURY OR DEATH.

THE UNDERSIGNED are advised that a person present at the Ski Areas for the purpose of engaging in Nordic, telemark, cross country or other types of skiing, 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 the 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, snow grooming and snowmaking 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 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; and for the 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. THE UNDERSIGNED understand that snowmobiles, snowmaking and snow grooming equipment may be encountered at any time and that falls and collision occur and injuries area a common and ordinary occurrence of the ACTIVITY. RECONGIZING THESE RISKS, HOLDER VOLUNTARILY CHOOSES TO TAKE PART IN THE ACTIVITY.

In consideration of allowing HOLDER to use the Ski Areas facilities, THE UNDERSIGNED agree to ASSUME ALL RISKS associated with the HOLDERS participation in the ACTIVITY, and agree to HOLD HARMLESS, RELEASE, DEFEND, AND INDEMNIFY the ski areas, the State of Idaho, US National Forest, 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 LIABILITES and/or claims for injury or death to person or damage to property arising from HOLDERS engagement in the ACTIVITY, including those claims based on any RELEASED PARTYS alleged or actual NEGILGENCE 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 RELASED PARTY for any and all claims of the UNDERSINGED 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 on behalf of the UNDERSIGNED.

THE UNDERSIGNED agree that ANY AND ALL CLAIMS for injury and/or death arising from HOLDERS 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 acknowledges 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 of legal guardian understands that he/she is waiving certain rights on behalf of the minor that the minor otherwise may have.

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.

Pass holder/parent/Guardian Signatures ( If under 18 Parent or Legal Guardian must sign)

1. \_\_\_\_\_ 2. \_\_\_\_\_

3. \_\_\_\_\_ 4. \_\_\_\_\_

Date \_\_\_\_\_