

Bittersweet Ski Resort, Inc. 2023-2024 Multi-Area Season Pass Application

600 River Rd., Otsego, MI 49078 269-694-2820 Fax: 269-694-6860
www.skibittersweet.com

Last Name: _____
 Address: _____ City _____
 State: _____ Zip: _____ Phone: _____
 Email: _____

First Name	Last Name	DOB (mm/dd/yy)	\$ Amt Paid	Pass #	Pass Holder Signature
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All Passes are for: Mt Holly, Pine Knob, Alpine Valley Ski Area, Bittersweet, Alpine Valley Resort, Wisconsin, Searchmont, (Ontario)

Age	On or before 9/30	On or before 10/31	On or before 11/30	12/1 – end of season
13 +	\$701	\$742	\$784	\$825
6-12	\$553	\$586	\$618	\$651
5 & under	<i>Free with purchase of Multi-area Parent/Adult Guardian Pass</i>			
Senior 65 +	\$640	\$678	\$715	\$753

Date of birth documentation will be required for all discounted passes!

Rules:

1. **NO REFUNDS - ALL SALES FINAL!**
2. NO lift tickets will be available without additional charge, so – do not leave your pass at home!
3. \$50 replacement fee for lost or stolen pass.
4. Reselling, exchanging, lending or obtaining passes under false terms, will result in immediate loss of pass and all privileges, without refund.
5. Season Passes must be clearly visible at all times.
6. Pass holders must heed all signs and follow all rules posted or otherwise implied by the Michigan Ski Area Safety Act and Skier Responsibility Code.

DO NOT SIGN THIS AGREEMENT UNTIL YOU HAVE READ THE SAME AND FULLY UNDERSTAND IT.

I understand and accept that downhill skiing and/or snowboarding in its various forms, is an inherently hazardous and dangerous activity. Such activities include many risks including the risk of serious injury and death. I freely and knowingly accept and voluntarily assume all risks of property damage, personal injury and death to me while on the premises of the ski area.

I hereby expressly release from liability the ski area, its agents, employees, directors, officers, shareholders, ski patrollers, ski instructors, affiliates, partners, corporations, associations and the like from any and all claims, actions, causes or action demands, rights, damages, costs, loss of services, expenses and compensation whatsoever which the undersigned now has or which may hereafter accrue on account of any foreseen or unforeseen bodily injuries and/or damages.

I represent and warrant that this release extends to my heirs, executors, administrators, successors, spouse, dependents, children and assigns and I hereby freely and voluntarily acquit and forever discharge any cause of action for the consideration of a reduced charge for a season ski pass and access to the ski area for an entire ski season.

The undersigned further agrees for and on behalf of any minor who is involved in obtaining this season ski pass and/or any of the services of the resort that the undersigned parent, adult guardian, supervisor, and/or conservator agrees to indemnify and hold harmless the ski area, the ski school, and any of its instructors, agents, administrators, employees, firms, servants, corporations, affiliates, partnerships and the like from and for any and all damages, legal fees or expenses, fees and costs, rights, causes of action, losses, claims and actions which may, do or shall arise or grow out of any known or unknown injuries and/or damages which occur as a result of engaging these services and/or while participating in activity on the premises of the ski area.

MUST BE SIGNED BY PASSHOLDER OR LEGAL GUARDIAN FOR PASS TO BE PICKED UP

Signature (if minor, Legal Guardian's): _____ **Print Name:** _____

Type of payment (circle one) Check# _____ Cash Visa MasterCard American Express Discover
 Date: _____ Amount Paid \$ _____ Driver License # (if paying by check) _____
 Credit Card #: _____ Expiration Date: _____ 3 or 4 digit code: _____

CC Holder Authorized Signature: _____

SEARCHMONT SKI RESORT, INC

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
(hereinafter referred to as the "Release Agreement")
BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF THE OCCUPIERS' LIABILITY ACT OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY! This Release Agreement shall apply to all subsequent pass & card renewals.

INITIAL

TO: **SEARCHMONT SKI RESORT, INC. and SEARCHMONT HOLDINGS ULC.**, and its directors, officers, employees, instructors, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (hereinafter collectively referred to as the "Releasees").

SECTION 1: ACKNOWLEDGEMENT OF RISKS – PLEASE READ CAREFULLY!

I am aware that skiing, snowboarding and participating in snow school lessons, clinics and sessions (collectively referred to as the "Activity") involve many risks, dangers and hazards including, but not limited to: boarding, riding and disembarking ski lifts; changing weather conditions; exposed rock, earth, ice, and other natural objects; trees, tree wells, tree stumps and forest deadfall; the condition of snow or ice on or beneath the surface; negligent first aid; failure to act safely or within one's own ability or to stay within designated areas; negligence of other persons; and **RISKS RESULTING FROM THE NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY DUTY OF CARE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM, OR WARN ME OF, THE RISKS, DANGERS AND HAZARDS.** I also understand that other risks include variations in the terrain which may create blind spots or areas of reduced visibility; variations in the surface or sub-surface, including changes due to man-made or artificial snow; variable and difficult conditions; cliffs; crevasses; snowcat roads, road-banks or cut-banks; collision with lift towers, fences, snow making equipment, snow grooming equipment, snowcats, snowmobiles or other vehicles, equipment or structures; encounters with domestic and wild animals including dogs and bears; exposure to **INFECTIOUS DISEASE CONTRACTED THROUGH VIRUSES, BACTERIA, PARASITES, AND FUNGI WHICH MAY BE TRANSMITTED THROUGH DIRECT OR INDIRECT CONTACT**; collision with other persons; loss of balance or control; slips, trips and falls; and accidents during participation in the Activity. I am also aware that the risks, dangers and hazards referred to above exist throughout and beyond the ski area and that many hazards are unmarked.

SECTION 2: ASSUMPTION OF RISKS – PLEASE READ CAREFULLY!

I FREELY ACCEPT AND FULLY ASSUME ALL THE RISKS, HAZARDS, AND DANGERS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (AS SET OUT IN SECTION 1) WHILE ENGAGED IN OR AS A RESULT OF MY VOLUNTARY PARTICIPATION IN THE ACTIVITY

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SECTION 3: RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT. THIS CONDITIONS WILL AFFECT YOUR LEGAL RIGHTS – PLEASE READ CAREFULLY!

IN CONSIDERATION OF the Releasees accepting my application for a Season Pass and permitting my use of the lifts, ski runs, trails, terrain parks, race courses, restaurants, day lodge, parking areas, access roads and other ski area facilities (hereinafter "the premises"), I hereby agree as follows:

- I AM GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE**, that arise or result from in whole or in part, participating in the Activity and, without limitation, claims arising out of or resulting from THE NEGLIGENCE, BREACH OF CONTRACT, BREACH OF ANY DUTY OF CARE OWED BY THE RELEASEES UNDER THE OCCUPIERS' LIABILITY ACT
- TO WAIVE ANY AND ALL CLAIMS THAT I HAVE OR MAY HAVE IN THE FUTURE** against the Releasees
- RELEASE THE RELEASEES FROM ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE, EXPENSE, AND INJURY AND DEATH, INCLUDING ANY CLAIM FOR CONTRIBUTION AND INDEMNITY**, that I may suffer from my participation in the Activity **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT AND ANY DUTY OF CARE OWED TO ME BY THE RELEASEES UNDER THE OCCUPIERS' LIABILITY ACT.** I UNDERSTAND THAT NEGLIGENCE INCLUDES THE FAILURE ON PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE; and
- TO INDEMNIFY AND HOLD HARMLESS** the Releasees from any and all liability, including claims for contribution and indemnity, for any damage to property of or personal injury to, any third party, resulting from my, or my family member or next of kin's, use of the Releasees' property or participation in the Activity
- AGREEMENT BINDING** – This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
- JURISDICTION** – This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of Ontario and no other jurisdiction. Any litigation involving the parties to this Release Agreement shall be brought solely within Ontario, and the exclusive jurisdiction of the Courts of Ontario;
- SEVERABILITY** – If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct.
- ALPINE RESPONSIBILITY CODE** - I am aware of and understand the Alpine Responsibility Code.

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SECTION 4: THIS RELEASE AGREEMENT APPLIES TO THE RELATED MICHIGAN and WISCONSIN RESORTS The Releasees provide certain privileges to season pass holders at five sister ski resorts in Michigan and Wisconsin – Mt. Holly Resort, Holly, MI; Alpine Valley, White Lake, MI; Bittersweet Resort, Otsego, MI; Pine Knob Ski and Snowboard Resort, Clarkson, MI; and Alpine Valley, WI ("U.S. Resorts") - and this Release Agreement applies to any Activity at the U.S. Resorts, in addition to any Release Agreements the U.S. Resorts require and the "Releasees" shall include Wisconsin Resorts Inc, in regards to any use of the season pass at one of the U.S. Resorts. Any rights, duties and obligations as between the parties to this Release Agreement, in regards to any use of the season pass at one of the U.S. Resorts shall be governed by and interpreted solely in accordance with the laws of the state where any U.S. Resort is accessed and no other jurisdiction.

In entering into this Release Agreement, I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of skiing or snowboarding other than what is set forth in this Release Agreement. The Season Pass issued to the Passholder is the property of Searchmont Ski Resort, Inc, is not transferable, not for resale and is revocable for misconduct or breach of the Alpine Responsibility Code.

I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this _____ day of _____, 20____

Signature of witness
Please print name clearly

Signature of Passholder
Please print name clearly
Signature of Parent or Guardian if applicant is under 18 years