

PRINT NAME _____

By signing below you agree to the following:

TERMS AND CONDITIONS

1. This pass is for your personal use only. Transferring, improper use of this pass, or falsification of age will result in loss of privileges.
2. Season pass must be worn on the outside of the skier's clothing and be clearly visible at all times to ski area personnel.
3. The season pass is the property of Wachusett Mountain and is revocable, without refund, due to skier misconduct or misuse as determined by Wachusett Mountain Management or Ski Patrol.
4. There are no refunds on any season passes or missed sessions due to weather or mechanical difficulties. There are no credits or refunds due to failure to pick up a season pass that has been pre-purchased. All sales are final. Passes may not be carried over to the following season.
5. I understand that I may use my season pass only during times valid. Failure to adhere to this policy is considered theft of service. (Note: Century Pass does not include weekends or holiday periods.)
6. Night operating schedule may be limited during early or late season.
7. Season Pass does not guarantee admission during sellout periods.
8. If a season pass is forgotten, pass holder will be required to purchase a full-rate lift ticket.
9. Lost pass replacement fee of \$50. Corporate Pass replacement fee is \$200.
10. I acknowledge that skiing can be hazardous and that there are inherent risks in the sport of skiing, including but not limited to variations in terrain, surface and subsurface snow, ice conditions, moguls, bare spots, forest growth, rocks and debris, lift towers and other obstacles and hazards. I acknowledge that snowmaking and snow grooming may be in progress at any time.
11. I have read and will obey the guidelines issued under the RESPONSIBILITY CODE as found on the Wachusett trail map. I agree to ski in control and ski with care at all times.
12. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release, indemnify, and hold harmless Wachusett Mountain Associates, its officers, officials, agents, representatives, affiliated companies and/or employees with respect to any and all liability, loss, damage, costs, claims, and/or causes of action, including but not limited to injury, disability, death, or loss or damage to person or property related in any way to my use of the ski area, even if arising from the negligence of Wachusett Mountain Associates its officers, officials, agents, representatives, affiliated companies and/or employees, to the fullest extent permitted by law.
13. I agree that this agreement will be governed by Massachusetts law. I also understand that if any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.
14. For parents/guardians of participants of minority age (under age 18 at time of registration) this is to certify that I, as parent/guardian with legal responsibility for the minor children named on this application, do consent and agree to his/her use of the ski area and, for myself, the minor children and our heirs, assigns, personal representatives and next of kin, I release Wachusett Mountain Associates, its officers, officials, agents, representatives, affiliated companies and/or employees, with respect to any and all liability, loss, damage, costs, claims, and/or causes of action, including but not limited to injury, disability, death, or loss or damage to person or property related in any way to the minor child's use of the ski area, whether arising from the negligence of Wachusett Mountain Associates its officers, officials, agents, representatives, affiliated companies and/or employees, to the fullest extent permitted by law. I further agree to indemnify and hold harmless Wachusett Mountain Associates, its officers, officials, agents, representatives, affiliated companies and/or employees from any and all liabilities incident to the minor child's use of the ski area as provided above, even if arising from the negligence of Wachusett Mountain Associates its officers, officials, agents, representatives, affiliated companies and/or to the fullest extent permitted by law.

Signature: _____

DATE _____