



## 2023 SUMMER MOUNTAIN BIKE SEASON PASS AGREEMENT, RELEASE AND INDEMNITY

### THIS SUMMER MOUNTAIN BIKE SEASON PASS AGREEMENT, RELEASE AND INDEMNITY APPLIES TO EACH AND EVERY DAY OF LIFT ACCESSED DOWNHILL MOUNTAIN BIKING OPERATIONS AS WELL AS EACH AND EVERY MOUNTAIN BIKE EVENT / RACE AT ALYESKA RESORT

I, \_\_\_\_\_, (print name), a Mountain Bike Season Passholder at Alyeska Resort, understand and agree to the following:

- Mountain Bike Season Pass Refund Policy:** In the event I am injured, I agree to pay for all days of riding on my season pass regardless of the number of runs per day, at the regular day ticket rate for my age. No refunds will be given for any reason if I have used my pass for ten or more days of the summer mountain bike season. No refunds will be given after Aug 16, 2023 for any reason regardless of how many times the pass has been used. Failure to use or pick up my mountain bike season pass during the bike season will not result in a refund nor will the season pass roll over to the next summer season. I understand it is my responsibility to contact the Alyeska Resort Ticket Office in the event I choose to not pick up or use my pass on or before Aug 16, 2023.
- My season pass shall be worn at all times when I ride at Alyeska Resort. **This pass is non-transferable and non-refundable except as outlined in paragraph 1.** I agree that I will NOT share or allow another person to use my mountain bike season pass under any condition. Pass sharing will result in the immediate revocation of the season pass without refund and will result in fines and revocation of riding privileges for one full year for both me and the person caught using my season pass.
- If my mountain bike pass is forgotten, lost, stolen, damaged, defaced or otherwise unusable,** a replacement pass will be issued for a fee of \$10. I understand that **I must pay \$10 for all replacement passes.** If the mountain bike season pass is lost or stolen, I agree to immediately inform Alyeska Resort Ticket Office so my pass can be deactivated and a new pass issued. If and when I request a replacement pass for a damaged season pass, I will bring any remnants of the pass to the ticket office. I understand that my replaced mountain bike season pass will be deactivated and will not work at the gates.
- The mountain bike season pass remains the property of Alyeska Resort.** The Resort retains the right to revoke the pass and refuse to sell me future passes if I disregard Resort rules (including those on the back of this agreement) or if I disregard directions given to me by authorized Resort personnel or if I disregard posted signage. A list of conduct violations and disciplinary actions is available for review at Alyeska Resort Ticket Offices or the Ski Patrol Building.
- I understand that mountain biking is a HAZARDOUS ACTIVITY. I understand that mountain biking and the use of bicycles, other equipment, and lifts involve risk of injury to any and all parts of my body. I further understand that there are numerous risks and dangers inherent in the sport of mountain biking and other activities including but not limited to: the unevenness of the surface which contains rocks, bumps, ruts, stumps, tall and slippery grass or other vegetation, water bars, the steepness of the terrain, (all of which may or may not be visible) the possibility of becoming lost on the mountain, attacks by animals, insect bites or stings, collisions with other trail users, trees, poles, snowmaking facilities including manholes, water/air hydrants, or any other manmade or natural objects. I understand that having an Alyeska Resort Operations Limited Partnership (AROLP) employee present does not lessen the amount or severity of the risks of these activities. I understand that AROLP is not responsible for my safety. Participating in mountain bike competitions and/or events may be more HAZARDOUS than recreational mountain biking. Furthermore, I understand that I must keep deliberate and conscious control of my bike and physical body, both on the ground and in the air, while properly using my equipment in variable weather and terrain conditions. I understand and accept that minor injuries may become life-threatening emergencies when far away from others or convenient facilities. I further agree to abide by all instructions printed on the trail map, posted at lift stations or ticket outlets, or provided verbally by AROLP staff or event staff.
- I affirm that I am physically fit to participate. I release and discharge Alyeska Resort Operations Limited Partnership, jointly, doing business as "Alyeska Resort", their owners, members, parents, affiliated and subsidiary organizations, together with all of their respective shareholders, directors, officers, employees, volunteers, and agents (the released parties) from any and all claims, demands, actions, and causes of actions, whether for property damage, personal injury, or death, arising from my participation in any aspect of the event scheduled to be held at or near Alyeska Resort.
- RELEASE OF LIABILITY:** I hereby release Alyeska Resort Operations Limited Partnership, jointly, doing business as "Alyeska Resort", their owners, members, parents, affiliated and subsidiary organizations, together with all of their respective shareholders, directors, officers, employees, volunteers, and agents (the released parties), from any and all claims, liability, or causes of action of any kind, whether based on **negligence** or otherwise, for property damage, personal injury, or death, arising from or related to the participant's participation in any and all events scheduled to be held at or near Alyeska Resort. **I understand and agree that I may be participating in an event that will include aerials, jumps, inverted aerials, back flips, twists, and turns. I understand that these maneuvers are inherently dangerous and risky and could result in serious injury or death. I accept this risk and understand the consequences of my actions.**
- INDEMNIFICATION:** I hereby agree to indemnify, defend and hold harmless, Alyeska Resort Operations Limited Partnership, jointly, doing business as "Alyeska Resort", their owners, members, parents, affiliated subsidiary organizations, together with all of their respective shareholders, directors, officers, employees, volunteers, and agents (the "indemnified parties), against any claim, liability, or cause of action of any kind, whether based on **negligence** or otherwise, for property damage, personal injury or death, made against the indemnified parties and arising from or related to the participant's participation in any and all events, including competitive events at or near Alyeska Resort. I accept full responsibility for all medical expenses arising from or related to the

participant's participation in any and all events at or near Alyeska Resort.

9. **COVENANT NOT TO SUE:** I hereby covenant and agree I will never bring, authorize to be brought, or otherwise participate in any claim, suit, or cause of action of any kind, whether based on negligence or otherwise, for property damage, personal injury, or death, against Alyeska Resort Operations Limited Partnership, jointly, doing business as "Alyeska Resort", their owners, members, parents, affiliated and subsidiary organizations, together with all of their respective shareholders, directors, officers, employees, volunteers, and agents, arising from or related to the participant's participation in any and all events at or near Alyeska Resort.
10. **TERRAIN & TRAIL CLOSURES.** With respect to terrain & trail closures, I agree to obey all terrain closures and posted signage. If I am caught in a closed area or on a designated hiking trail, I will lose my mountain bike season pass for 14 days from the date of the infraction. A 2<sup>nd</sup> offense will result in the loss of my mountain bike season pass for 365 days from the date of the infraction. In both instances. If I am injured while riding on closed terrain and am rescued, I agree to pay for all costs of my rescue, including, time, materials, and any injuries sustained by any rescuer.
11. The duration of the mountain bike season, the weather conditions, and the amount of terrain open for the public are subject to natural forces beyond the control of Alyeska Resort. Alyeska Resort makes **no guarantee** as to the quality of the riding conditions, the number of days and/or nights which the Resort, or portions of the Resort, will be open, or which portions of the Resort will be closed for mountain biking. **Alyeska Bike Park will be CLOSED for the weekend of August 12 & 13.**
12. **DEPARTMENT OF NATURAL RESOURCES.** Much of Alyeska Resort lies within the State of Alaska Department of Natural Resources permitted property. State regulations authorize Alyeska Resort to close areas due to avalanche or terrain hazards, or for the protection of public health and safety. Violations of these closures may be punished by a fine and/or revocation of mountain biking privileges.

**Select Alyeska Resort Policies:**

- A. Reckless or unsafe mountain bike riding will not be tolerated at Alyeska Resort. The guidelines used to define reckless biking, to the extent that they would apply to mountain biking, will be the "Your Responsibility Code", which is the standard used by the National Ski Areas Association
- B. The trails at Alyeska Resort will not be patrolled on a regular basis; response times for rescue may be delayed. No specific sweep of the trails will be performed.
- C. Mountain Bikers shall not ride while under the influence of alcohol or drugs.
- D. Mountain Bikers shall not build or enhance jumps anywhere on the trails of Alyeska Resort.
- E. Mountain Biking in Closed Areas or on designated hiking trails will result in loss of mountain bike season pass privileges.
- F. Mountain Bikers are responsible to avoid other trail users including hikers, other bikers, and wildlife on the mountain. Uphill traffic always has the right of way.
- G. I understand that the summer mountain bike trails cross hiking trails. I agree to slow down at trail intersections and merge by looking up and down hill.
- H. If you are involved in a collision with another trail user, you agree to stay on the scene of the accident and wait for Bike Patrol to arrive. You agree to cooperate fully with Bike Patrol. Leaving the scene will result in loss of mountain bike pass privileges, riding privileges and will result in prosecution.
- I. All mountain bikers are required to wear a helmet at all times. By signing this Agreement, I agree to wear a helmet while mountain biking at Alyeska Resort.

I understand that I must sign, initial and date this season pass agreement before my season pass will be activated

**ANY MOUNTAIN BIKERS IN VIOLATION OF THE ABOVE POLICIES OR OTHER ESTABLISHED ALYESKA RESORT POLICIES WILL BE SUBJECT TO FINES AND/OR REVOCATION OF BIKING PRIVILEGES.** If I am a parent or guardian of children with an Alyeska Resort mountain bike season pass, I accept responsibility for informing my children of Alyeska Resort policies governing the use of season passes as well as all general policies and rules that govern biking at Alyeska Resort. I accept full responsibility for my child's actions while he or she is at Alyeska Resort. By signing this Agreement on behalf of my minor child, I agree that I am accepting the terms and conditions contained herein on behalf of my minor child.

**Passholder's Printed Name:** \_\_\_\_\_ **Age:** \_\_\_\_\_ **D.O.B:** \_\_\_\_\_

**Passholder or Parent/Guardian Signature:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_