

MOONLIGHT BASIN

2010-2011 SEASON PASS APPLICATION

ONE PER PERSON PLEASE

Last Name: _____ First Name: _____ Male Female
 Mailing Address: _____ Date of Birth: _____
 City: _____ State: _____ Zip: _____ Phone: _____
 Email: _____

PLEASE CHECK ONE (Ages as of 12-10-2010)

Prices effective May 1 – October 16, 2010

- Adult (18-64) \$555
 Junior (11-17) \$470
 College* \$470 (with proof of registration)
 Child (10 & under)
 Senior (65+) \$470
 Midweek (M-F) \$390
 Big Sky/Bozeman Chamber Member** \$555

METHOD OF PAYMENT: Cash Check Amex Visa/MC Discover

Credit Card # _____ Exp. Date: _____

Name as appears on card: _____

Cardholder Signature: _____ Date: _____

* Moonlight Basin requires that all college students show proof of registration. College ID cards are unacceptable as proof of registration. Acceptable proofs of registration are copies of schedules and bill statements.

** The Chamber of Commerce rate is for eligible employers and their employees only; family members are not eligible for the discount. Employees must work 32 hours of more per week and present a signed letter from a qualified chamber member employer verifying eligibility.

General Policy & Conditions

Season passes are non-transferable and may not be given, loaned, rented or transferred to anyone for any reason. Any attempt to do so will result in revocation of the pass without refund. In the event a season pass is lost or forgotten, a new card will be reissued free of charge the 1st time and \$15.00 any time thereafter from the Moonlight Basin Season Pass location. Day tickets will not be issued for forgotten passes. No purchases can be refunded. Passes must be visible when boarding lifts.

Acknowledgement of Risk and Agreement for Waiver, Release, Indemnification and Consent

In consideration for the purchase of a Moonlight Basin Season Pass, and permission to ski/ board Moonlight Basin, the undersigned, on behalf of myself and/or the minor child named below, do hereby agree to the fullest extent permitted by law, as follows:

- 1) I recognize, understand, acknowledge and accept the sport of skiing/ snowboarding (the activity) involves inherent dangers and risks, known, unknown or otherwise, which may cause serious injury or death. I acknowledge that Moonlight Basin does not provide accident, medical, liability, worker's compensation insurance or any other insurance for activity participants. I accept full responsibility for the foregoing dangers and risks for myself or for my minor child named below.
- 2) Additional RISK ACKNOWLEDGEMENT. Headwaters Lift & Terrain is designated as an expert area only. I understand that in order to access this area, I need to possess the skills and knowledge necessary to navigate this terrain safely. I accept full responsibility for the foregoing dangers and risks for myself or for my minor child named below.
- 3) I agree that I have a duty to participate in a manner that avoids injury to myself and others. I shall comply with the duties of a skier as set forth in MCA 23-2-736 and the rules established by "Your Responsibility Code" which is posted on Moonlight Basin premises and is required to be understood prior to participation in the activity. I acknowledge that Moonlight Basin has the right to revoke activity privileges to anyone who does not comply with Montana statutes or Moonlight Basin Rules.
- 4) I do hereby release, hold harmless and indemnify Moonlight Basin, LLC, Moonlight Basin Ranch, L.P. and its affiliated or parent companies, and their respective employees, agents, officers, members, managers, directors, lenders and insurance carriers (the released parties) from any and all liability for damage, economic loss, personal injury or death to myself and or my minor child resulting from the risks described herein, regardless of whether such risks result from the breach of any expressed or implied warranty, or negligence of Moonlight Basin, LLC, it's employees, agents, officers, and directors.
- 5) I agree to indemnify and defend each released party from any and all claims of the undersigned or any third party arising in whole or part from the use of the Season Pass or participation in the activity. The undersigned further agrees to pay all costs or attorney fees of any released party incurred as a consequence of my negligence, the negligence of my minor child or arising in any way from violation of the skiers responsibility code by either myself or my minor child named below.
- 6) I authorize any released party and/or their authorized personnel to treat and address medical conditions or emergencies as they deem appropriate. The undersigned further agrees to pay all costs associated with such medical care and related transportation provided for the participant, and shall indemnify and hold harmless the released party for any costs incurred therein, or any claim arising therefrom.
- 7) I grant permission to Moonlight Basin and its authorized representatives the rights to the use and reproduction, without compensation, of all photos or visual representations made of the participant in connection with this activity.

If any part of the agreement is deemed unenforceable, the remaining terms shall be an enforceable contract between the parties. This agreement shall be binding upon the assigns, subrogors, successors, heirs, next of kin, executors and personal representatives of the undersigned. I understand this agreement may impact my legal rights, including the right to sue or recover compensation for alleged damages.

Date _____

Date _____

Pass Holder Signature _____

Parent or Guardian Signature _____

Printed Name _____

Printed Name _____

Please be sure the application is completely filled out and Pass holder agreement/liability has been signed by pass holder and pass holder parent if under 18.

P.O. Box 160040, Big Sky, MT 59716 — Fax: 406-993-6606 — Phone: 406-993-6000