



RELEASE AND INDEMNIFICATION COOPER SPUR MOUNTAIN RESORT SEASON CONTRACT OF RELEASE AND INDEMNIFICATION

Please read carefully. This is a release of liability and waiver of certain legal rights.

QUESTIONS:

541.352.6692 Ext. 0 -or- www.CooperSpur.com

SEND TO:

Cooper Spur Ski Area Attn: Season Passes 10755 Cooper Spur Road Mt. Hood, OR 97041

The purchaser, holder and/or user of this pass or any person named on the pass application ("participant") understands that skiing, snowboarding and other winter activities can be hazardous and that injuries are common when participating in such activities. Participant accepts and assumes the risks associated with Skiing, including, but not limited to, changing weather conditions, variations and steepness in terrain, terrain features and parks, snow or ice conditions, surface or subsurface conditions, bare spots, creeks and gullies, forest growth, avalanches, rocks, snow immersion, stumps, the use of lifts, collisions with natural or man-made objects or other persons, grooming and snowmobile equipment, lift towers and other structures and their components, falling, loss of control, and exceeding one's ability. Participant hereby freely and expressly assumes any and all risk of property damage, injury, and death associated with Skiing and Snowboarding.

In consideration for lift access and the use of any other area facilities and premises, participant hereby agrees to release, hold harmless, and indemnify Cooper Spur Mountain Resort and Mt. Hood Meadows Oreg., LLC and their owners, partners, employees, directors, officers, agents, affiliates and related entities ("Cooper Spur") from any and all claims for ordinary negligence by or on behalf of participant against Cooper Spur arising directly or indirectly out of participant's use of this pass and/or the area facilities and premises. Participant also agrees to indemnify (including costs and attorney's fees) Cooper Spur for any claim brought on behalf of a minor named on this pass application.

Participant understands that, instead of entering into this agreement, the participant may purchase a day ticket. Participant also understands that, instead of entering into this agreement, participant is free to go riding at Cooper Spur without using any ski area lifts or other uphill conveyances, subject to any applicable rules of use.

This release is effective on the date the participant signs the pass application, and continues in effect for each year thereafter in which participant purchases, renews, holds and/or uses a pass at Cooper Spur.

Cooper Spur Ski Area is scheduled to operate daily December 17th – January 1st ***closed Dec 24th & Dec 25th*. Cooper Spur Ski Area is scheduled to operate Friday nights and Saturday & Sunday days starting January 6th – March 5th. In the event Cooper Spur Ski Area is not operating, pass holders will be eligible to receive a complimentary Progression Lift Ticket at Mt. Hood Meadows starting Friday January 20th. Pass holders will be eligible to receive a ticket on all days Cooper Spur Ski Area was scheduled to be open from January 20th, 2023- March 5th, 2023. To redeem this benefit please present your Cooper Spur Season Pass to the outdoor ticket window at Mt. Hood Meadows. This benefit is only valid on the dates listed above, and only if Cooper Spur Ski Area is closed on that day.

COOPER SPUR MOUNTAIN RESORT 2022-2023 WINTER SEASON PASS TERMS AND CONDITIONS OF USE

All participants shall follow these rules and agree to be bound by terms and conditions on this application. If any part of this agreement is or becomes illegal or invalid, then the parties intend that the remainder of this agreement shall not be affected.

1. The pass privilege is sold to an individual for personal use and is non-transferable. Each pass expires no later than the end of the season in which it was issued. The pass is the property of Cooper Spur Ski Area, and the participant agrees to surrender the pass upon demand by Cooper Spur Ski Area staff. The pass is non-refundable.
2. Participant agrees to wear the current pass and present it to the ticket scanner each time they board the lift and upon demand for inspection.
3. Cooper Spur Ski Area reserves the right to change opening and closing dates, operating hours, number of days in the week open, restrict access to any open lift and/or terrain at any time based on weather, snow, crowds, special events or any other conditions or reason. Cooper Spur Ski Area also reserves the right to determine the number of lifts in operation or area available for use at any given time based on snow, weather or other conditions or reasons. Cooper Spur offers the opportunity to ski, not the number of days, lifts or terrain.
4. There will be strict enforcement of all safety regulations, especially but not limited to reckless and excessive speed, skiing outside the ski area boundaries, skiing on closed trails, and/or disregard of slope etiquette, etc. Cooper Spur Ski Area reserves the right to cancel a pass without refund for failure to comply with the regulations set herein and/or disregard for the safe use of lifts, slopes or other facilities at the area.
5. All Participant(s) named on this application must read and sign the application, and participants under 18 also require the signature of a parent or legal guardian before their Pass will be issued.

PROOF OF AGE

Those receiving age-based discounts are required to show identification proving age such as a driver's license, or birth certificate at the time of issuance.

FAMILY PASS QUALIFICATIONS

Those eligible for the family discount plan include legally married couples and your dependents 22 or under (age at time of purchase). Dependents 23 or over, regardless of student status, residence or marital status are not eligible. Fraudulent information on the Season Pass Application will invalidate the Season Pass. Identification and proof of age is required for all family members at time of issue, i.e., driver's license, student body card, birth certificate, etc. In the case of married couples, proof of marriage is required, and Cooper Spur Mountain Resort may require a copy of your previous year's tax form to prove relationship to dependents. Any misrepresentation or fraudulent use of your pass will result in loss of pass with no refund or rebate and possible prosecution.

LOST OR FORGOTTEN PASSES

Report lost or stolen passes immediately. The original Pass will be voided and placed on the Void/Bad Pass List for pick up. In the event you have forgotten your Pass, a ONE TIME ONLY "I Forgot" lift ticket can be obtained at the ticket office. If your "I Forgot" ticket or Pass is found on another person, you will lose your Pass privileges for the remainder of the season with no refund, rebate or compensation and will be prosecuted for theft of services, or fraud. After the first "I Forgot" ticket is issued, the Participant will not receive any further complimentary privileges.