

CRYSTAL MOUNTAIN

2011-2012 School Program Pass Application

(Please complete one form for each participant)

Group:	
Day:	

Participant Name _____
 (If parent, list Student sponsor) _____
 Date of Birth ____/____/____ Age _____ Grade Level _____
 Address _____
 City _____ State _____ Zip _____
 Home Phone _____ Alternate Phone _____
 Email _____

School Program Pass	On or before Advisor Deadline	After Deadline	Single Trip Rates	Amount Enclosed
Package: (lift, instruction and rental)			Lift Access and Instruction:	
Child (ages 5-8)	\$89	\$110	Child (ages 5-8)	\$10
Student (9 and 18)	\$109	\$130	Student (ages 9-18)	\$15
Chaperone Package (19 and up)	\$199	\$199	Chaperone (19 and up)	\$25
Lift Access and Instruction:			Rental equipment:	
Child (ages 5-8)	\$39	\$50	Ski/Snowboard	\$15
Student (ages 9-18)	\$69	\$80	Helmet	\$5
Chaperone (19 and up)	\$129	\$129		
Instruction Only: (For those with Premier Pass)	\$25	\$25		
Rental equipment:			X-Country Rental:	
Ski/Snowboard	\$75	\$90	Student (ages 5-18)	\$5
Helmet Rental	\$25	\$35	Chaperone	\$5
X-Country Rental:			X-Country Trail Pass:	
Student (ages 5-18)	\$20	\$25	Student (ages 5-18)	\$5
Chaperone	\$25	\$30	Chaperone	\$10
X-Country Trail Pass:				
Student (ages 5-18)	\$20	\$30		
Chaperone	\$30	\$35		
Sunday Upgrade: (see description below)				
Ages 9 and up:	\$35	\$45		
Ages 5-8: with participating adult	Free	Free		

Sunday Upgrade Program: School Program Pass Participants may add SUNDAY to their school program LIFT ACCESS. This exciting program allows school program participants to ski on select Sunday's after 1p.m. Simply add the upgrade to your total and show your upgraded School Pass at the ticket counter on select Sundays to receive your Free 1pm to Close lift ticket.

- RENTAL Equipment is NOT INCLUDED in this offer, but may be purchased at posted single trip rates.
- Excluded Sundays: Jan 15, and Feb. 19.

Please make checks payable to: **CRYSTAL MOUNTAIN** (include DL # and Phone # on check.)
 All participants must have a signed **RELEASE of LIABILITY** form on file before passes will be issued. Participants renting equipment for the season must also have a signed **CONTINUING RENTAL** form on file before equipment will be issued. Forms must be returned to your group's Advisor prior to your visit to Crystal Mountain.



2011-2012 SCHOOL PROGRAM, RELEASE OF LIABILITY, INDEMNITY AGREEMENT AND MEDICAL AUTHORIZATION FOR MINORS

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS

1. I, _____, Individually and as Parent or Guardian of _____ (Hereinafter the Student) am aware that skiing and snowboarding are HAZARDOUS and involve many RISKS and DANGERS including, but not limited to: boarding, riding and disembarking ski lifts; encounters with on going snow making and grooming; changing weather conditions; contact with exposed rock, earth, ice and other natural objects including but not limited to trees, stumps, and branches; snow and ice on or beneath the skiing surface; changes or variations in the skiing terrain which may create blind spots or areas of reduced visibility; changes due to man-made or artificial snow, variable and difficult snow conditions; slick walking surfaces, the presence of hidden or visible water and holes in the snow pack; snowcat roads, road-banks or cut-banks; impact or collision with lift towers, fences, ropes, buildings, posts, boundary markers, snow making equipment, snow grooming equipment, snowmobiles, other vehicles, Resort equipment or structures; impact or collision with other persons; negligence of other skiers and; negligence on the part of Crystal Mountain, its agents, servants and employees. I am aware that risks, dangers and hazards exist throughout the Resort and that many are unmarked.

2. PARENT/GUARDIAN: In consideration of Crystal Mountain allowing the Student to participate in the School Program and preparatory training during the 2011-2012 ski season at Crystal Mountain and permitting him/her to use Crystal Mountain's ski lifts, slopes, terrain parks, restaurants, parking and other facilities, I agree to Release and Agree to Hold Harmless, Indemnify and Defend Crystal Mountain, its agents and employees from any and all claims, actions, damages, including claims or actions brought by the Student, including, but not limited to: negligence, negligence of Crystal Mountain and its agents and employees, breach of contract, breach of any statutory or other duty of care. I further agree to Indemnify, Hold Harmless and Defend Crystal Mountain, its agents and employees from any damage, costs or expenses, including actual attorney fees and costs, without limitation, which Crystal Mountain, its agents or employees sustain as a result of the Student's participation in the Program. _____ (initials)

3. In the event of malfunction of the Student's ski or snowboard equipment, I authorize Crystal Mountain, its agents, servants or employees to repair the equipment or replace the equipment with Crystal Mountain equipment if required so that the Student may continue to participate in the Program. I agree to pay for all expenses and costs associated with such rental or repair. I further agree to be bound by the terms and conditions of the Rental and Liability Release Agreement, a copy of which is available for me to review upon request. I agree to RELEASE, HOLD HARMLESS, INDEMNIFY AND DEFEND the rental shop management, agents, employees and owners from and against any and all claims arising from the Student's use of rental equipment. _____ (initials)

4. I consent to and authorize the taking of photographs and/or videos during my or the minor's visits to Crystal Mountain. I grant permission to Crystal Mountain and its agents or employees to use said photographs and/or videos in advertising, displays, web sites, brochures, other forms of electronic media, illustrations or publications without notifying me. I hereby waive any and all rights to privacy in the photographs/videos and to compensation related to the use of the photographs and or videos. (Initial here _____).

5. I recognize that emergency or emergent medical or dental care may become necessary for the Student. I authorize CRYSTAL MOUNTAIN, its agents, servants or employees to render first aid and to call for medical and/or dental care as needed. I agree to pay for all expenses and costs associated with such care and related transportation.

6. I understand this Release shall be binding upon my assignees, subrogors, distributees, heirs, next of kin, executors, personal representatives and administrators and may be pled by Crystal Mountain Resort as a complete bar and defense against any and all claims, demands or causes of action by or my behalf.

7. Any provision of this Agreement and Release which shall prove to be invalid, void or illegal in no way affects, impairs or invalidates any other provision hereof, and such other provisions shall remain in full force and effect. I acknowledge that this activity is taking place in the State of Michigan and I further agree that only the laws of the State of Michigan shall apply in the construction or application of this Agreement.

8. I consent to and authorize the taking of photographs and/or videos during my or the minor's visits to Crystal Mountain. I grant permission to Crystal Mountain and its agents or employees to use said photographs and/or videos in advertising, displays, web sites, brochures, other forms of electronic media, illustrations or publications without notifying me. I hereby waive any and all rights to privacy in the photographs/videos and to compensation related to the use of the photographs and or videos. (Initial Here _____)

I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS AND THAT IT IS A CONTINUING RELEASE OF LIABILITY AND INDEMNITY AGREEMENT BINDING DURING THE ENTIRE 2011-2012 SKI SEASON. I HAVE THE AUTHORITY TO ENTER INTO IT AND I VOLUNTARILY SIGN IT WITH NO RESERVATIONS AND WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Name of Student (please print) Date of Birth: ___/___/___ Name of Group

Name of Student's Parent/Guardian (please print) Signature of Parent/Guardian Emergency Phone Number(s)

Parent/Guardian must complete this section prior to the user's participation in the multi-week program

CONTINUING RENTAL & LIABILITY RELEASE AGREEMENT

Parent/Guardian--Please read carefully before signing.

I, _____, Individually and as Parent or Guardian of _____ (hereinafter "user") accept for use **AS IS** all equipment to be provided during the multi-week program, and I agree to accept full financial responsibility for the care of the equipment while it is in the user's possession. I will be responsible for the replacement at full value of any equipment provided under this form, but not returned to the rental facility. I agree all rental equipment will be returned by the agreed date. I agree that either I, or an authorized designee, will execute the verification on the front of this form. All user information I provide will be true.

I understand that the binding system cannot guarantee the user's safety. In downhill skiing and skiboarding with skiboards equipped with release bindings, I understand that the binding system will not release at all times or under all circumstances where release or retention may prevent injury or death, nor is it possible to predict every situation in which it will release or retain, and I agree that these features are inherent risks of skiing and skiboarding. In snowboarding, cross-country skiing, skiboarding, snowshoeing and other sports utilizing equipment with non-release bindings, I understand that the binding system will not ordinarily release during use; these bindings are not designed to release as a result of forces generated during ordinary operation and I agree that these features are inherent risks of these activities.

I understand that the sports of skiing, snowboarding, skiboarding, snowshoeing and other sports (collectively "RECREATIONAL SNOW SPORTS") involve inherent risks and dangers, including but not limited to: changing weather conditions, changes in terrain, boarding, riding and disembarking lifts, variable and difficult snow conditions, collisions with persons, objects and/or vehicles, the presence of snow making or grooming equipment, the limitations upon the ability of bindings systems to protect the user, and unmarked natural and unnatural hazards, any of which may lead to **INJURY** and **DEATH**. **In consideration of the user being allowed to participate in the school program and preparatory training, I expressly assume all risks of injury or death** that may result from or are alleged to result from the user's participation in this multi-week program, in RECREATIONAL SNOW SPORTS or which relate in any way to the use of the equipment issued to the user.

I understand that a helmet designed for RECREATIONAL SNOW SPORTS use may help reduce the risk of some types of injuries to the user at slower speeds. I recognize that serious injuries and/or death can and do result from both low and high energy impacts, even when a helmet is worn and I understand that helmets do not protect against trauma to the face, neck and spine and that these features are inherent risks of using this equipment. I understand that to function at its full capacity the helmet must fit correctly and I agree that the helmet provided properly fits me or the minor(s).

To the fullest extent permitted by law, I AGREE TO RELEASE, HOLD HARMLESS, DEFEND AND INDEMNIFY Crystal Mountain, the equipment rental facility, their employees, owners, affiliates, agents, officers, directors, and the manufacturers and distributors of the equipment and their successors in interest (collectively "PROVIDERS") from any and all claims or actions, including claims or actions brought by the User, for injury, death, property loss and damage which arises from the user's participation in RECREATIONAL SNOW SPORTS, in this multi-week program, or is in any way related to the use of the equipment, including all claims or actions arising from, related to or alleged to arise from the NEGLIGENCE of PROVIDERS, or any other person or cause.

I recognize that emergency or emergent medical or dental care may be necessary for the user during his or her participation in the Crystal Mountain School Program. I authorize Crystal Mountain, its agents, servants or employees to render first aid and to call for medical and/or dental care of the user if, in the opinion of Crystal Mountain, its agents, servants or employees such medical or dental care is needed. I agree to be financially responsible for all expenses and costs associated with such care and related transportation.

This agreement is governed by the applicable law of this state or province. If any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect.

I THE UNDERSIGNED, HAVE READ AND UNDERSTAND THAT THIS IS A CONTINUING EQUIPMENT RENTAL & LIABILITY RELEASE AGREEMENT. I HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT AND I AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND I VOLUNTARILY SIGN THIS DOCUMENT WITHOUT RESERVATION.

I ALSO UNDERSTAND AND AGREE THAT THIS RENTAL AGREEMENT, RELEASE OF LIABILITY, INDEMNITY AGREEMENT AND MEDICAL AUTHORIZATION IS BINDING DURING THE ENTIRE 2011-2012 SKI SEASON.

Parent/Guardian's Signature: _____ Date: _____