MONTAGE MOUNTAIN RESORTS
MEMBERSHIP PROTECTION PLAN

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The Membership Protection Plan is not transferable or refundable. If you do not purchase the Membership Protection Plan, you will be solely responsible for any loss to, or loss of use of your membership.

What Membership Protection Plan Covers:

- The injury or sickness must be so disabling that the member can no longer ski/snowboard the remainder of the 2019-2020 ski season, as certified by a physician at the time of sickness or injury.
- Member has an employer-initiated transfer of 100 or more miles after the date of purchase of the Membership Protection Plan. Member must be an active employee for the same employer for one year or more and will require proper documentation from employer regarding transfer.

Reimbursements: Montage will provide a refund for anyone with Membership Protection, and a qualifying condition based on the date indicated to the right.

March 1 – November 30 --	100% Refund
December 1 – December 31 --	75% Refund
January 1 – January 31 --	50% Refund
February 1 – February 29 --	25% Refund
March 1 – March 14 --	10% Refund

MAKING A CLAIM
Claims must be made at the Montage Mountain Guest Services desk. Refunds are issued based on the date that your membership card is surrendered to Montage Mountain. Proof of injury or re-location can be provided at a later time, however no refund will be issued until proof is submitted.

I **decline** the Membership Protection Plan:

_____
Signature

I **accept** the Membership Protection Plan:

_____
Signature

MEMBERSHIP CONTRACT AND AGREEMENT NOT TO SUE UNLIMITED USE 2019-2020 SEASON

AGREEMENT by and between Montage Mountain Resorts, its owners and operators, and their officers, directors, agents, servants, and employees (hereinafter referred to collectively as "Montage Mountain Resorts") and _____("Season Pass Holder"): IN CONSIDERATION of the payment applicable season pass rate, Montage Mountain Resorts hereby grants to the undersigned the privilege and license to use all lifts and ski facilities at Montage Mountain Resorts during the current season, during all operating hours, upon the following terms and conditions.

1. Passes are not transferable or assignable. They may not be given or loaned to anyone under any circumstances. Violation of this condition shall result in revocation of the pass without refund. Pass must be worn and displayed in armband on right arm.
2. Pass holders not in possession of their season passes are required to purchase a lift ticket at full price in order to use the ski facilities.
3. If a pass is lost or stolen, I agree to report the loss in writing immediately. Failure to do so may result in revocation of the pass, without refund.
4. A $100 charge will be imposed for a replacement pass. A defective pass will be replaced free of charge upon surrender of the pass.
5. This pass does not include or guarantee automobile parking; I understand that, on some busy days, parking may not be available.
6. I agree to comply with all rules and regulations pertaining to season passes that may, from time to time, be adopted by Montage Mountain Resorts and abide by the Skiers Responsibility Code when using Montage Mountain Resort's facilities.
7. The pass may be suspended and/or revoked by Montage Mountain Resorts, without refund, in the event of a violation of any rule or regulation, misrepresentation of facts to obtain an applicable season pass rate, for violation of the Skiers Responsibility Code, or for any reason determined or justified by management.
8. I understand that there are inherent and other risks in the sports of skiing, snowboarding, and other snowsliding activities (hereinafter referred to collectively as "skiing" or "skier"), including the use of lifts. These risks include, but are not limited to, variations in snow, steepness and terrain, trail side drop-offs, ice and icy conditions, moguls, rocks, trees, and other forms of forest growth or debris (above or below the surface), bare spots, lift towers, utility lines, poles and guy wires, snowmaking equipment and component parts, trail fences and control nets, and the absence of such fences and nets, Terrain Park features and elements (such as halfpipe, jumps, rails, rollers, etc.), and other forms of natural or manmade obstacles on and/or off designated trails, as well as collisions with equipment, obstacles, and other skiers. Trail fences are located along the side of some but not all of our trails; such fences are not designed to protect you from injury if you run into them or go through, over, or under them. Trail conditions vary constantly because of weather changes and skier activity. I understand that a helmet does NOT ELIMINATE THE RISK of injuries or a fatality and helmets have only limited capability for shock absorption and that, although the helmet may reduce or mitigate the severity of injuries to my head, it is not a guarantee of my safety. I understand that all of the inherent and other risks of skiing present the risk of injury, that skiing is a DANGEROUS risk sport and that injuries can be serious and even fatal**. I HEREBY ACKNOWLEDGE, ACCEPT, AND ASSUME THESE RISKS AND ALL OTHER RISKS THAT CAN AND DO EXIST WHILE PARTICIPATING IN THE SPORT OF SKIING AND WHILE ENGAGED IN ANY SUCH ACTIVITIES AT MONTAGE MOUNTAIN RESORTS.**
9. **IN CONSIDERATION OF BEING ALLOWED TO USE MONTAGE MOUNTAIN RESORT'S FACILITIES, I AGREE THAT I WILL NOT SUE MONTAGE MOUNTAIN RESORTS, ITS OWNERS AND OPERATORS, AND THEIR OFFICERS, DIRECTORS, AGENTS, SERVANTS, AND EMPLOYEES (HEREINAFTER REFERRED TO COLLECTIVELY AS "MONTAGE MOUNTAIN RESORTS") AND WILL RELEASE MONTAGE MOUNTAIN RESORTS FROM ANY AND ALL LIABILITY IF I OR ANY MEMBER OF MY FAMILY IS INJURED WHILE USING ANY OF MONTAGE MOUNTAIN RESORT'S FACILITIES OR WHILE PRESENT ON MONTAGE MOUNTAIN RESORT'S PROPERTY, EVEN IF I CONTEND THAT SUCH INJURIES ARE THE RESULT OF NEGLIGENCE, INCLUDING GROSS NEGLIGENCE OR ANY OTHER IMPROPER CONDUCT FOR WHICH A RELEASE IS NOT CONTRARY TO PUBLIC POLICY, ON THE PART OF MONTAGE MOUNTAIN RESORTS.**
10. I agree that all disputes arising under this contract and/or from my use of the facilities at Montage Mountain Resorts shall by litigated exclusively in Court of Common Pleas of Lackawanna County or in the United States District Court for the Middle District of Pennsylvania. I represent and warrant that I am signing this contract with the consent of my spouse (if any) and understand that I may be giving up the rights of my child and spouse to sue as well as giving up my own rights to sue.

THIS CONTRACT WAS READ AND UNDERSIGNED WITH CARE, IN THE PRESENCE OF AN EMPLOYEE OF MONTAGE MOUNTAIN RESORTS WHO WAS AVAILABLE TO ANSWER ANY QUESTIONS.
If the undersigned is under 18 years of age, this contract must be executed by a parent or guardian.

_____	_____	_____
Signature (or Parent/Guardian if under 18)	Member Name	Date

Initial indicating the following has been received:

_____**Membership Card** _____**Armband** _____**Membership Perks**