

**OBER GATLINBURG, INC.
2011/12 SEASON PASS LIABILITY RELEASE AGREEMENT**

Season Pass Liability Release Agreement must be signed by adult pass holder or legal guardian of a minor pass holder and a photo taken before Season Pass is valid.

SEASON PASS PURCHASE AGREEMENT & LIABILITY CLAUSE:

As a condition of holding a Season Pass and in return for the use of ski lift facilities (does not include equipment rental, lessons, scenic chairlift rides, or tubing) at Ober Gatlinburg during the 2011/12 winter season, I agree that:

1. I assume full responsibility for the care and safekeeping of the season pass.
2. The season pass purchased is for the personal use only of the person whose photo and name appear on the season pass. I agree that the season pass will not be sold, given, traded, loaned, or assigned to any other person for any reason whatsoever. **Upon violation of the above, my season pass will be revoked without warning, I will not be eligible for a refund and I will be subject to criminal prosecution.**
3. To carry the season pass in the provided I.D. holder at all times when boarding tram or any lift and voluntarily display it to lift attendants prior to boarding.
4. Season Pass may be revoked or suspended at the discretion of Ober Gatlinburg management.
5. In exchange for slope privileges, the season pass holder must produce their season pass upon request of authorized personnel.
6. **If a season pass is lost, misplaced, or stolen please report immediately. A new pass may be purchased for a fee of \$50.00.**
7. **If a season parking permit is lost, misplaced, or stolen, please report immediately. A new permit may be purchased for \$30.00.**
8. Violation of "Your Responsibility Code" or Ober Gatlinburg's Slope Rules can lead to loss of season pass without warning and without refund.
9. Ober Gatlinburg, Inc. does not guarantee the holder the opening and closing dates of the 2011/12 ski lift operating season nor a continuous daily operation of all lifts throughout the season.
10. Ober Gatlinburg, Inc. has the right to operate the lift facilities it deems appropriate during the course of the winter season.
11. To RELEASE, HOLD HARMLESS, and INDEMNIFY Ober Gatlinburg, Inc. and any of its employees, agents, contractors, subsidiaries, officers or owners from all actions, claims or demands for any loss, injury or damage which arises out of use of season pass.
12. Alpine Skiing is a recreational activity that continually challenges the human spirit. Natural and man-made obstacles are part of the challenge of man against the mountain and the elements, but collisions with other skiers and objects can cause permanent, catastrophic injury or death and the purchaser or user of this pass agrees and understands that skiing is hazardous and therefore assumes the burden of skiing under control at all times. Trail conditions vary constantly because of weather changes and skier use. Ice, variations in terrain, moguls, forest growth, rocks and debris, lift towers, and other obstacles and hazards, including other skiers, may exist throughout the area. In using the pass and skiing at the area, such dangers are recognized and accepted whether they are marked or unmarked. Be aware that snowmaking and snowgrooming may be in progress at any time. Always ski in control.
13. I hereby irrevocably consent to and authorize the use and reproduction by Ober Gatlinburg, Inc. or anyone authorized by Ober Gatlinburg, Inc. of all photographs which may be taken of me, for any purpose whatsoever, without any further compensation to me. All negatives, positives and digital media together with the prints shall constitute Ober Gatlinburg, Inc. property, solely and completely.
14. **Season Pass is non-refundable.**

I acknowledge the above and am knowledgeable that Tennessee has an assumed risk law.

DATE: _____
_____ (Signature of Season Pass Holder)

*If I am signing on behalf of a minor, I accept full responsibility for all medical expenses incurred as a result of the minor's use of the Ober Gatlinburg Season Pass. I agree to Hold Harmless and Indemnify Ober Gatlinburg, Inc. for any claims brought by the minor. I further promise to repay Ober Gatlinburg, Inc. any sum of money or compensation that Ober Gatlinburg, Inc. may be compelled to pay because of any actions arising out of such injuries.

DATE: _____
_____ *(Parent-Guardian if pass holder is under 18 years old)

PASS HOLDER PLEASE PRINT CLEARLY

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ AGE: _____

E-MAIL: _____