

PLEASE READ IN FULL AND UNDERSTAND BEFORE SIGNING

Acceptance of a Boyne USA pass, as acknowledged by my/our signature(s) below, constitutes a contract. The holder or user of this pass, as a condition of being permitted to use any Boyne USA facility, voluntarily agrees to assume all risks of personal injury, death or damage associated with or resulting from the use of this pass at any and all Boyne USA facilities. The holder or user of this pass agrees and understands that skiing, snowboarding and other winter sports activities (e.g. snow tubing, snow biking, snow blading, etc.), to which this release applies, are hazardous and injuries are a common and ordinary occurrence during these activities. Trail conditions, terrain parks and features vary constantly due to weather changes and skier/snowboarder use. Ice, rocks, bare spots, forest growth and debris, variations in terrain, moguls, terrain parks and their features, other skiers, lift towers and natural or man-made obstacles and hazards exist throughout Boyne USA facilities. In consideration of using this pass and Boyne USA facilities, the purchaser or user of this pass agrees to accept all risks of personal injury, death or damage of any nature at any Boyne USA facility and agrees not to sue Boyne USA or its employees, its affiliates, subsidiaries or agents and will, to the fullest extent permitted by law, RELEASE, HOLD HARMLESS, INDEMNIFY, discharge and covenant not to sue Boyne USA for any injury or damage while

using a Boyne USA facility, including those arising from any claims of NEGLIGENCE that is, the failure to use reasonable care in any way. If signing as legal guardian or parent, I agree to indemnify and hold harmless Boyne USA, Inc. from any and all claims of any nature as may be brought in the name of or in behalf of the minor participant identified in this document. I specifically agree to defend, indemnify and hold harmless Boyne USA, Inc. from any liability, whether known or unknown even if that liability may arise out of negligence or carelessness on the part of the persons or entities named above. I acknowledge that I make no misrepresentation as to my capacity as a parent or guardian. In the event any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the validity of any other provision and this agreement shall be construed as if such invalid, illegal or unenforceable provision were not contained herein. Boyne USA is not responsible for a pass if lost or stolen. A pass is not transferrable and may be revoked without refund at any time for misconduct or nuisance caused by the holder. The pass must be visible and properly attached at all times while using the slopes.

ACKNOWLEDGMENT OF INHERENT DANGERS AND RISKS OF SKIING

I acknowledge that skiing, which means any activity that involves sliding or jumping on snow or ice, involves inherent dangers and risks that are part of the sport and cannot be eliminated including: changing weather conditions, snow conditions as they exist or as they may change, including ice, hardpack, powder, packed powder, wind pack, corn snow, crust, slush, cut-up snow, and machine-made snow; trees, wells and snow immersion suffocation; avalanches; collisions with natural surface or subsurface conditions, such as bare spots, forest growth, rocks, stumps, streambeds, cliffs, trees, and other natural objects; collisions with lift towers, signs, posts, fences, enclosures, hydrants, water pipes, or other artificial structures and their components; variations in steepness or terrain, whether natural or the result of slope design, snowmaking, or snow grooming operations, including but not limited to roads, freestyle terrain, ski jumps, catwalks, and other terrain modifications; collisions with clearly visible or plainly marked equipment, including but not limited to lift equipment, snowmaking equipment, snow grooming equipment, trail maintenance equipment, and snowmobiles, whether or not the equipment is moving; collisions with other skiers; the failure of a skier to ski within that skier's ability; skiing in a closed area or skiing outside the ski area boundary as designated on the ski area trail map; and restricted visibility caused by snow, wind, fog, sun, or darkness. I accept all legal responsibility for injury or damage of any kind to the extent that the injury or damage

results from inherent dangers and risks of skiing. I agree that I have a duty to ski at all times in a manner that avoids injury to the skier and others and to be aware of the inherent dangers and risks of skiing. The skier using this pass shall know the range of the skier's ability and safely ski within the limits of that ability and the skier's equipment so as to negotiate any section of terrain or ski slope and trail safely and without injury or damage; know that the skier's ability may vary because of ski slope and trail changes caused by weather, grooming changes, or skier use; maintain control of speed and course so as to prevent injury to the skier or others; abide by the requirements of the skier responsibility code that is published by the national ski areas association; obey all posted or other warnings and instructions of the ski area operator; read the ski area trail map and be aware of its contents. By signing this document you may be waiving your legal right to a jury trial to hold the provider legally responsible for any injuries or damages resulting from risks inherent in the sport or recreational opportunity or for any injuries or damages you may suffer due to the providers ordinary negligence that are the result of the providers failure to exercise reasonable care. I have carefully read this complete form, fully understand its contents and sign the same of my own free will and accord. If I am signing on the behalf of a minor, I verify that I am the parent or guardian of the minor and have the authority to enter this agreement for the minor.

| PASSHOLDER #1 | AGE | SIGNATURE |
|---------------|-----|-----------|
|               |     |           |
| PASSHOLDER #2 | AGE | SIGNATURE |
|               |     |           |
| PASSHOLDER #3 | AGE | SIGNATURE |
|               |     |           |

\*\*\*APPLICANTS UNDER THE AGE OF 18 MUST HAVE A PARENT OR LEGAL GUARDIAN SIGNATURE\*\*\*

YOUR RESPONSIBILITY CODE

At ski areas you may see people using alpine, snowboard, telemark, cross country, snowshoes, and other specialized recreational equipment, such as that used by disabled or other persons. Regardless of how you decide to enjoy the slopes, always show courtesy to others and be aware that there are elements of risk in winter recreation that common sense and personal awareness can help reduce. Observe the code listed below and share with others the responsibility for a great winter experience.

1. Always stay in control, and be able to stop or avoid other people or objects.
2. People ahead of you have the right of way. It is your responsibility to avoid them.
3. You must not stop where you obstruct a trail, or are not visible from above.
4. Whenever starting downhill or merging into a trail, look uphill and yield to others.
5. Always use devices to help prevent runaway equipment.
6. Observe all posted signs and warnings. Keep off closed trails and out of closed areas.
7. Prior to using any lift, you must have the knowledge and ability to load, ride and unload safely.

KNOW THE CODE: IT'S YOUR RESPONSIBILITY. This is a partial list. Be safety conscious at all times.

# SEASON PASSES

## AVAILABLE AT

# BOYNE MOUNTAIN



| BOYNE GOLD PASS   | MAR 1- APR 30                     | MAY 1- OCT 7                       | AFTER OCT 7                        |
|---|-----------------------------------|------------------------------------|------------------------------------|
| Unrestricted skiing and riding at Boyne Mountain Resort and Boyne Highlands Resort, with no blackouts – and enjoy <b>50% off</b> BOYNE sister resort lift ticket window rates, plus extra benefits/discounts. | <b>ADULT AGES 19-64</b><br>\$699  | <b>TEENS AGES 13-18</b><br>\$769   | <b>SENIORS AGES 65-69</b><br>\$799 |
|   | <b>JUNIORS AGES 6-12</b><br>\$454 | <b>SENIORS AGES 70-79</b><br>\$500 | \$519                              |

| BOYNE SILVER PASS  | MAR 1- APR 30                     | MAY 1- OCT 7                       | AFTER OCT 7                        |
|--|-----------------------------------|------------------------------------|------------------------------------|
| Skiing and riding at Boyne Mountain Resort and Boyne Highlands Resort, with blackouts Dec. 26-Jan. 1 and Feb. 16th-18th at both resorts. Includes additional benefits/discounts. | <b>ADULT AGES 19-64</b><br>\$489  | <b>TEENS AGES 13-18</b><br>\$519   | <b>SENIORS AGES 65-69</b><br>\$569 |
|  | <b>JUNIORS AGES 6-12</b><br>\$318 | <b>SENIORS AGES 70-79</b><br>\$338 | \$370                              |

| BOYNE BRONZE PLUS PASS   | MAR 1- APR 30                     | MAY 1- OCT 7                       | AFTER OCT 7                        |
|--|-----------------------------------|------------------------------------|------------------------------------|
| Sunday - Friday Open-to-Close skiing and riding at Boyne Mountain Resort and Boyne Highlands Resort, with blackouts Dec. 26-Jan. 1 and Feb. 16th-18th at both resorts. Includes additional benefits and discounts. | <b>ADULT AGES 19-64</b><br>\$389  | <b>TEENS AGES 13-18</b><br>\$419   | <b>SENIORS AGES 65-69</b><br>\$449 |
|  | <b>JUNIORS AGES 6-12</b><br>\$253 | <b>SENIORS AGES 70-79</b><br>\$273 | \$292                              |

| BOYNE BRONZE PASS  | MAR 1- APR 30                     | MAY 1- OCT 7                       | AFTER OCT 7                        |
|--|-----------------------------------|------------------------------------|------------------------------------|
| Monday - Friday Open-to-Close skiing and riding at Boyne Mountain Resort and Boyne Highlands Resort, with with blackouts Dec. 26-Jan. 1 and Feb. 16th-18th both resorts. Includes additional benefits and discounts. | <b>ADULT AGES 19-64</b><br>\$319  | <b>TEENS AGES 13-18</b><br>\$239   | <b>SENIORS AGES 65-69</b><br>\$254 |
|  | <b>JUNIORS AGES 6-12</b><br>\$207 | <b>SENIORS AGES 70-79</b><br>\$220 | \$233                              |

| BOYNE PLAYGROUND PASS  | MAR 1- APR 30                            | MAY 1- OCT 7 | AFTER OCT 7 |
|--|--|--------------|-------------|
| For children 5 and under. Unrestricted skiing and riding at Boyne Mountain Resort and Boyne Highlands Resort, with no blackouts. | <b>CHILDREN AGES 5 AND UNDER</b><br>\$30 | \$30         | \$30        |

# 2018-19

# SEASON PASS APPLICATION

**2018-19 PRIMARY PASSHOLDER**  
 FILL OUT COMPLETELY (PLEASE PRINT)

DATE \_\_\_\_\_

LAST NAME \_\_\_\_\_

FIRST NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_

STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE \_\_\_\_\_

EMAIL \_\_\_\_\_

BOYNE REWARDS \_\_\_\_\_

I understand that **EACH INDIVIDUAL PASS HOLDER** must fill out and agree to this form. If I am signing on the behalf of a minor, I verify that I am the parent or guardian of the minor and have the authority to enter this agreement for the minor.

**I have read this form, understand its contents, and wish to apply for a Boyne Resorts Season Pass.**

By signing below I **AGREE** to and understand all of the terms and conditions in this document.

\_\_\_\_\_  
**SIGNATURE OF PRIMARY PASSHOLDER**

\_\_\_\_\_  
**SIGNATURE OF PASSHOLDER #2**

\_\_\_\_\_  
**SIGNATURE OF PASSHOLDER #3**

\_\_\_\_\_  
**SIGNATURE OF PASSHOLDER #4**

Check here if you would like to add resort charging privileges to your season pass

Check here if you **DO NOT** want your season pass mailed to you. Pass will be mailed as long as application is completely filled out and there are current pictures on file for all passholders.

**2018-19 BOYNE MOUNTAIN SEASON PASS APPLICATION**

In order to receive your pass, you must fill out sections 1 and 2, additionally, all applicants or legal guardians must sign section 3 to validate the pass. (Please print)

|   | LAST NAME | FIRST NAME | DATE OF BIRTH | PASS DESIRED | COST | ADD-ONS /COST | TOTAL COST |
|---|-----------|------------|---------------|--------------|------|---------------|------------|
| 1 |           |            |               |              |      |               |            |
| 2 |           |            |               |              |      |               |            |
| 3 |           |            |               |              |      |               |            |
| 4 |           |            |               |              |      |               |            |



**TOTAL DUE** \_\_\_\_\_

**SEASON PASS ADD-ONS** Not available on all passes

|  |             |
|--|-------------|
| <b>NORDIC</b> Enjoy unlimited cross-country skiing at Boyne Mountain and Boyne Highlands | <b>\$50</b> |
| <b>TUBING</b> Enjoy unlimited tubing at Boyne Mountain and Boyne Highlands               | <b>\$50</b> |
| <b>NASTAR</b> Enjoy unlimited NASTAR racing at Boyne Mountain and Boyne Highlands        | <b>\$99</b> |
| <b>AVALANCHE BAY 4 MONTH</b> Enjoy unlimited Avalanche Bay while in season               | <b>\$99</b> |

**SEASON PASS HOLDER PERKS**

There are perks and other benefits offered to our season passholders all year. These include discounts on lodging, activities, ski and snowboard lessons, retail, and much more!

**Go to [boynemountain.com](http://boynemountain.com) for details.**

**SEASON PASSHOLDER REGULATIONS**

Individuals who misuse pass privileges by allowing their pass to be used by others invalidate the pass and are committing a crime. Individuals that misuse their pass, operate recklessly, ski out-of-bounds or in an otherwise unsafe or inappropriate manner shall be subject to pass revocation without refund and in some cases may be subject to criminal charges under the Law. Those having misused Resort privileges may not be eligible for a season pass during this or future seasons.

**LOST, STOLEN OR DAMAGED SEASON PASSES**

Lost or stolen passes must be reported immediately to the Season Pass Office (231.549.6016). There will be a replacement fee of \$50.00. Passes that are lost or stolen and not reported immediately will be handled in the same manner as a misused pass. Damaged passes which do not work properly will be replaced free of charge.

**GENERAL RULES**

- Passholder ages are based on their age on November 1, prior to season starting and current age once the season starts
- The pass is non-transferable
- The pass must be visible and properly attached at all times while using the slopes.
- Boyne Mountain reserves the right to refuse any application.
- Applicants must have a Boyne Resorts Season Pass to obtain a NASTAR Season Pass, Tubing add-on or Nordic Skiing add-on
- Blackout dates for Christmas and Presidents weeks for all applicable passes are December 26, 2018–January 1, 2019 and February 16–18, 2019

**NASTAR SEASON PASS**

- Hours: 1–3 pm Saturday, Sunday, and Holidays
- Pre-scheduled races and events may preempt NASTAR on certain dates.
- Boyne Resorts reserve the right to postpone or cancel NASTAR due to inclement weather or other circumstances that would prohibit the safe running of a NASTAR or race event.
- Pins limited to one per day