

2017-2018 LIBERTY/ ROUNDTOP/ WHITETAIL RESORTS 3-AREA NIGHT CLUB CARD RELEASE AGREEMENT

Complete form entirely. PLEASE PRINT. Once submitted, any change is subject to a \$25 fee.

NAME _____ EMAIL _____
First M.I. Last
 ADDRESS _____
Street City State Zip
 DATE OF BIRTH ____/____/____ AGE ____ PHONE () _____

NCC
 Name _____
 Advisor
 Name _____
 Staple new photo here,
 or upload your photo online!
 Check here to use last year's photo

Please fill out the boxes below ONLY if you are purchasing a Lift, Lesson & Rental Card:

HEIGHT FT. IN. WEIGHT _____ SHOESIZE _____ STANCE (REGULAR/GOOFY) _____ M/F _____

Please note - this field MUST be completed. Refer to skier type description on the back page.

Skier Type (check one) Type I Type II Type III

FOR LIBERTY AND WHITETAIL PURCHASERS: THIS FORM IS FOR AGES 8 AND OVER ONLY. AGES 6&7, PLEASE USE 6&7 YEAR OLD FORM

| | Through 11/6/17 | After 11/6/17 |
|---|--|----------------------------------|
| 1ST OPTION: SELECT NIGHT CLUB CARD PACKAGE: | | |
| LIFT ONLY | \$189 _____ | \$214 _____ |
| LIFT + ADVANTAGE CARD | \$214 _____ | \$239 _____ |
| LIFT / LESSON* | \$234 _____ | \$259 _____ |
| LIFT / LESSON* + ADVANTAGE | \$259 _____ | \$284 _____ |
| LIFT / LESSON* / RENTAL | \$279 _____ | \$304 _____ |
| LIFT / LESSON*/RENTAL + ADVANTAGE | \$304 _____ | \$329 _____ |
| PROTECTION PLAN (DESCRIPTION BELOW) | \$8 _____ | \$8 _____ |
| OR 2ND OPTION: SELECT NIGHT SEASON PASS PACKAGE: | | |
| NIGHT SEASON PASS* | \$259 _____ | \$359 _____ |
| *(Special rate for purchasing through a Night Club. The Night Season Pass is a direct to lift product. No Lesson Or Rental Option. No Advantage Option) (Night Season Pass is valid from opening day beginning at 4pm daily) | | |
| NIGHT SEASON PASS PROTECTION POLICY | \$25 _____ | \$25 _____ |
| HELMET (NOT AVAILABLE AFTER 11/6/17) | \$60 _____ (Small: 51-55cm, Medium: 55-59cm, Large: 59-63cm) | |
| TOTAL AMOUNT DUE | \$ _____ | TOTAL AMOUNT DUE \$ _____ |

PROTECT YOUR INVESTMENT!

The protection policy offers a prorated reimbursement in accordance with the schedule of coverage listed below. It is based only on the amount paid for the Night Club Card. Coverage becomes effective in the event of a transfer by your employer necessitating a move of 125 miles or more, or injury and/or sickness which prevents your participation in the sport. Documentation from your physician is required. This option must be purchased with your initial order. **If you do not purchase the protection policy, your purchase is considered final and non refundable for any reason.**

1/03 - 1/13 90% 1/14 - 1/25 75% 1/26 - 2/05 50% 2/06 - 2/17 25% 2/18 - 3/01 10%

No claims accepted after 3/15/18.

Check here to waive your right to purchase Protection Policy:

CHOOSE FROM OUR TWO HELMET OFFERS!

Option 1: Smith Aspect Helmet - \$60. Purchase details are on the last page of this agreement. Tax is included. Please refer to sizing chart on back page before selecting your helmet size. Offer expires 11/6/17.

To order a helmet, please select size (Color is Black only): **SM** **MED** **LG**

Option 2: Visit one of our Mountain Sports Shops and receive a 25% discount (with proof of purchase of your NCC) on the helmet of your choice. Our expert staff will size and custom fit your choice for you! Offer expires 1/15/18.

WEATHER CANCELLATIONS: If your club provides bus transportation, contact your NCC Advisor for cancellation information, NOT the destination resort. Each resort has a website that provides the most up-to-date weather conditions.

CONTACT INFO:

| | | |
|--|--|---|
| <u>Liberty Mountain Resort</u> (717) 642-8282 x 3305 www.libertymountainresort.com | <u>Roundtop Mountain Resort</u> (717) 432-9631 x 3861 www.roundtopmountainresort.com | <u>Whitetail Mountain Resort</u> (717) 328-9400 x 3517 www.skiwhitetail.com |
|--|--|---|

YOUR SIGNATURE: The **Liability Release Agreement** and **Responsibility Code** located on the back of this page, must be completely read before signing below. Your signature confirms your compliance with the same. Parental or guardian signature is required for participants under the age of 18.

I, THE UNDERSIGNED, HAVE READ, UNDERSTAND AND AGREE TO THE PROGRAM LIABILITY RELEASE AGREEMENT AND RESPONSIBILITY CODE ON THE REVERSE OF THIS PAGE. I UNDERSTAND THAT I AM SIGNING ON BEHALF OF MYSELF, THE MINOR CHILD I AM REPRESENTING, AND OTHER PARENTS/GUARDIANS, AGREEING TO BE LEGALLY BOUND HERETO. I FURTHER AGREE THAT SHOULD I RENEW MY CARD ELECTRONICALLY OR OTHERWISE THAT MY SIGNATURE WILL CONTINUE TO BE BINDING.

Signature: _____ **Date:** _____
Parent/Guardian (Signature of one parent/guardian binds both parents/guardians)

Signature: _____ **Date:** _____
Participant

YOUR RESPONSIBILITY CODE

1. Always stay in control and be able to stop or avoid other people or objects.
2. People ahead or downhill 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 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 ability to load and unload safely. Do not jump from the lift. In the event of a prolonged stoppage, the Ski Patrol will evacuate you.
8. Do not go down trails that are too difficult for your ability.
9. If you have a collision resulting in injury to another person, you must stay with that person until Ski Patrol arrives.

PROGRAM LIABILITY RELEASE AGREEMENT PLEASE READ CAREFULLY BEFORE SIGNING.

1. I agree on behalf of myself and/or the minor user I am representing to accept for use, AS IS all equipment to be provided, for the duration of this program and accept full financial responsibility for the care of the equipment while it is in the user's possession. I will be responsible for replacement at full value, for any equipment not returned by the agreed date and time.
2. I or the minor I am representing will not use any equipment provided until instruction has been received and its use and function are fully understood.
3. I will make no misrepresentations concerning my or the minor's height, weight, age or skier/boarder type.
4. I agree that at each session I or an authorized designee will verify that the visual indicator settings recorded on the rental form agree with the numbers appearing in the visual indicator windows of the equipment listed on the form.
5. I understand that a ski-binding-boot system cannot guarantee the user's safety. In downhill skiing, the ski-binding-boot system will not release at all times or under all circumstances where release may prevent injury or death, nor is it possible to predict every situation in which it will release and therefore, provides no guarantee of safety. In snowboarding, skiboarding, snowshoeing and other sports utilizing equipment with non-releasable bindings, the binding system will not ordinarily release during use; these bindings are not designed to release as a result of forces generated during normal operation.
6. I fully understand and agree that the sports of skiing, snowboarding, skiboarding, snowshoeing, cross-country skiing and other sports, including the use of lifts (collectively "RECREATIONAL SNOW SPORTS") involve inherent and other risks that could lead to permanent catastrophic injury or death, and that injuries are a common and ordinary occurrence of the sport, therefore, I freely and voluntarily assume for myself and/or the minor I am representing all the risk involved in RECREATIONAL SNOW SPORTS, or which relate in any way to the use of this equipment.
7. I AGREE NOT TO SUE, TO RELEASE, HOLD HARMLESS, INDEMNIFY and DEFEND Ski Liberty Operating Corp., Ski Roundtop Operating Corp., Whitetail Mountain Operating Corp., and Snow Time, Inc., including their agents and employees, as well as the equipment manufacturers and distributors and their successors in interest (collectively "PROVIDERS"), from all liability for injury, death, property loss or damage (past, present or future), that in any way results from the use of facilities or participation in recreational snow sports or is in any way related to the use of the equipment issued to the user, including liability that results from the NEGLIGENCE OR GROSS NEGLIGENCE OF PROVIDERS or any other cause or improper conduct for which a release is enforceable by law.
8. I understand that a helmet designed for recreational snow sports use may help reduce the risk of some types of injuries. I recognize that serious injury or death can result from both low-energy and high-energy impacts, even when a helmet is worn.
9. I agree on behalf of myself or the minor child I am representing to report all injuries to the Ski Patrol before leaving the area.
10. I agree that all disputes arising under this contract, either for the use of rental equipment as described on the rental form, or for the use of the facilities, shall be litigated exclusively in the Court of Common Pleas of the County where the incident took place or in the United States District Court for the Middle District of Pennsylvania.
11. This agreement is governed by the applicable laws of this state. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.

All purchases are final and nontransferable. No refunds, credits or substitutions of any kind will be issued if you fail to use or take possession of your Night Club Card for any reason, unless you have purchased a protection policy and qualify for reimbursement thereunder.

CLASSIFY YOURSELF

DETERMINING YOUR SKIER TYPE IS YOUR RESPONSIBILITY

Your skier type, height, weight, age, and ski boot sole length are used by the shop technician to determine the release/retention settings of your ski bindings. Consult these descriptions to select your classification. Be sure to provide accurate information. Errors may increase your risk of injury.

| <u>TYPE I</u> | <u>TYPE II</u> | <u>TYPE III</u> |
|--|--|--|
| <p style="text-align: center;">Cautious skiing on smooth slopes of gentle to moderate pitch.</p> <p>Skiers who designate themselves as Type I receive lower than average release/retention settings. This corresponds to an increased risk of inadvertent binding release in order to gain releasability in a fall. This type also applies to entry-level skiers uncertain of their classification.</p> | <p style="text-align: center;">Skiers not classified as Type I or III.</p> <p>Skiers who designate themselves as Type II receive average release/retention settings appropriate for most recreational skiing.</p> | <p style="text-align: center;">Fast skiing on slopes of moderate to steep pitch.</p> <p>Skiers who designate themselves as Type III receive higher than average release/retention settings. This corresponds to decreased releaseability in a fall in order to gain a decreased risk of inadvertent binding release. (This classification is not recommended for skiers under 48lbs.)</p> |

If from experience, you have been dissatisfied with the release/retention settings that result from your skier classification, mention this to your binding technician.

CODE OF CONDUCT

Liberty Mountain Resort, Roundtop Mountain Resort, and Whitetail Mountain Resort are committed to providing pleasant, family-oriented environments that can be enjoyed by all of our guests. We ask that you help us achieve our goal by honoring our resorts' guidelines as listed below. Violation of our guidelines can and will result in the loss of privileges without warning or refund.

Please...

- Be courteous and polite to other guests and employees at all times
- Ski/board in a safe, responsible manner
- Don't ski/board fast or in a reckless manner
- Observe all posted signs
- Do not use foul or offensive language, comments, or gestures
- Do not throw snowballs or other items at any time or place, including from lifts or in lift lines
- Understand and abide by "Your Responsibility Code" at all times

For the benefit of everyone, all resort employees are here to help you. We appreciate your assistance in keeping Liberty Mountain Resort, Roundtop Mountain, and Whitetail Resort enjoyable for everyone.

SMITH ASPECT HELMET SPECIAL OFFER

Helmets are becoming a popular choice. We recommend that you educate yourself on the use of helmets. Visit www.lidsonkids.org for more information. You can purchase this helmet for only \$60* exclusively through the Night Club Card program! To order check helmet option and select helmet size on the front page of this form. Color option is black only. Helmets must be picked up by 02/15/18 or they will be donated to Special Olympics. (*tax included)

Submit helmet payment with your NCC payment to your advisor.

Helmets are available for pickup before the December holidays.
Call to confirm.

Offer available only if order is submitted with NCC
Purchase by early bird date of 11/6/17.

SMITH ASPECT SIZE CHART

| | |
|--------------|---------|
| SM = Small | 51-55cm |
| MED = Medium | 55-59cm |
| LG = Large | 59-63cm |