

2021/2022 Season Pass Application

please print clearly

Internal Use

| | | |
|---------|---------------------|--------------------|
| Emailed | Date Pass Picked Up | Sign When Received |
|---------|---------------------|--------------------|

Last Name: _____

Address: _____ City: _____ Province: _____ Postal Code: _____

Contact Phone: _____ Email: _____

Your information may be used to send you future promotional offers/communications from Lakeridge Resort Limited only. This information is kept by Lakeridge Resort Ltd. for our exclusive use and is not sold or distributed to outside parties. Would you like to receive email updates from Lakeridge regarding the sale and promotion of season passes?

YES NO

| PASS TYPE | Purchased by August 15 th , 2021 | Purchased after August 15 th , 2021 |
|---|---|--|
| Adult Full Season Pass (18- 64) | \$ 675.00 | \$ 734.60 |
| Youth Full Season Pass (6-17) / Senior Pass (65+) | \$ 562.15 | \$ 646.40 |
| Tyke Full Season Pass (5 & younger) | \$ 62.00 | \$ 62.00 |
| Family of 4 (2 adults & 2 youths) OR (1 adult & 3 youths) | \$1920.00 | \$2194.00 |
| Add person to Family of 4 | \$ 475.00 | \$ 500.00 |
| 3 Night Pass - Tuesday to Thursday (3 nights) (age 6+) | \$ 200.00 | \$ 250.00 |
| 4 Night Pass - Tuesday to Friday (4 nights) (age 6+) | \$ 232.00 | \$ 300.00 |
| 5 Night Pass - Tuesday to Saturday (5 nights) (age 6+) | \$ 300.00 | \$ 395.00 |
| 6 Night Pass - Tuesday to Sunday (6 nights) (age 6+) | \$ 350.00 | \$ 450.00 |

All passholders must sign the Passholder Agreement (parents must also sign for participants under age 18).

| FIRST NAME | LAST NAME | AGE As of Nov. 30, 2021 | GENDER | ENTER PASS TYPE | PRICE |
|------------|-----------|-------------------------------|--------|-----------------|-------|
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Has a Pass Holder suffered from a Concussion Yes No

Provide Name of person(s) who suffered a Concussion:

_____ Date of Concussion: _____

| | |
|--------------|--|
| Subtotal | |
| Add 13% HST | |
| Total | |

PAYMENT METHOD: Credit Card: Cash/Debit

Credit Card Number: _____ Expiry: _____ CVV: _____

Name on Credit Card: _____ Bank Name: _____

PASS HOLDER POLICY

- The pass is non-transferable and may not be given, loaned, rented or transferred to anyone for any reason whatsoever. Transfer or attempt to transfer will result in revocation of the pass without refund.
- Passes must be clearly displayed at all times while waiting to get on the lift.
- We reserve the right to deny, revoke, or suspend lift and/or skiing/riding privileges at any time, for any reason deemed appropriate by management. This decision is at the sole discretion of Lakeridge Resort Limited Management and is without refund. In the case of minors, parents will be notified.
- If you have a collision resulting in an injury to another skier, it is your responsibility to remain at the collision site until the Ski Patrol arrives and to give them your name and contact information.
- All persons are responsible for their own equipment. Lakeridge Resort Limited is not responsible for lost or stolen equipment.
- If a refund has been granted a \$60.00 + HST administration fee will be applied.
- Lost Pass: First renewal is \$69.45 + HST and second renewal is 50% + HST of original pass price.
- Forgotten Pass: A lift ticket will have to be purchased; no complimentary ticket will be issued.
- If you purchased a Season Pass and never picked it up, you can receive a refund minus \$60.00 + HST administration fee if you contact our Season Pass Coordinator at lessons@lakeridgeresort.ca by December 23rd, 2021. After December 23rd, there will be no refund issued.
- We have the right to end the season early due to weather or other predicaments that are out of our control.

BE SAFETY CONSCIOUS - KNOW "YOUR RESPONSIBILITY CODE"

2021/2022 SEASON PASS TERMS AND CONDITIONS

Season Length and Operating Hours:

Lakeridge Resort's core season typically runs from mid-December to the end of March Break. Pre and post core season operating schedule are at the discretion of Lakeridge's management. Resort facilities operate daily at the discretion of Lakeridge management. There are no refunds or compensation in case of cancellation of operations on account of weather, snow conditions, limited terrain, mechanical failure of equipment or for any other cause or event of any nature. The length of the winter season and daily hours of hill access are dependent on weather and snow conditions. Individual runs may be closed for safety reasons or for event purposes.

Pass Privileges:

Adult, Youth & Tyke full Season passes are valid for lift access Monday to Sunday, anytime we are open, weather and conditions permitting.

Night Passes:

Night skiing is scheduled to start at 4:30pm Tuesday to Sunday, weather and conditions permitting. Note: Monday to Thursday night skiing typically starts during Christmas holidays.

New this Winter – 4 types of Night Passes to fit numerous budgets

- 3 Night Pass – Valid Tuesday to Thursday from 4:30pm to 9:30pm
- 4 Night Pass – Valid Tuesday to Friday from 4:30pm to 9:30pm
- 5 Night Pass – Valid Tuesday to Saturday from 4:30pm to 9:30pm
- 6 Night Pass – Valid Tuesday to Sunday from 4:30pm to 9:30pm

Attachment and Display of Passes:

Season passes must be worn visibly and secured by the pass holder. Metal key rings are provided and recommended for attaching to jacket or pant zippers. Passes must not be attached to gloves or hat. Protection of the pass from loss or damage is entirely the responsibility of the pass holder. Passes must not be altered in any manner and must be presented for inspection at lift gates, at any point of sale and to any Lakeridge employee or safety volunteer on request. Improper use of a pass or failure to follow hill use and safety rules will result in confiscation and cancellation of the pass without refund.

Use of Pass by Another Person:

A pass may be confiscated with no re-issue if in the sole judgement of Lakeridge Resort's representative, it is used in a fraudulent manner. Price of a daily ticket will be charged to the Pass Holder for any fraudulent use by another person.

General Refund Policy:

- Refunds are not guaranteed. **No refunds after December 23rd, 2021.** Exceptions in the case of a government mandated lock down due to COVID-19 (details below).
- If a refund has been granted a \$60.00 + HST administration fee will be applied.
- If you purchased a Season Pass and never picked it up, you can receive a refund minus \$60.00 + HST administration fee if you contact our Season Pass Coordinator at lessons@lakeridgesort.ca by **December 23rd, 2021.**

2021/2022 Season COVID-19 Refund Policy:

Lakeridge Resort operations are subject to Government and Public Health legislation in regards to infectious diseases and are subject to change without notice including change of hours or full closure. Lakeridge Season Passes are an investment in the season and our COVID-19 refund policy is as follows;

COVID-19 Refund Schedule:

In the case of a government mandated lock down that results in a closure for 3 weeks or more the following refund policy will apply. Partial refunds, if eligible, will be calculated and provided at the conclusion of the 2021/2022 season.

Night Season Pass:

Partial refund will be calculated by multiplying the price of a night only lift ticket by the number of nights Lakeridge has been open in the 2021/2022 season. This amount will be subtracted from the cost of your pass to determine the refund balance.

Full Season Pass:

Partial refund will be calculated by multiplying the price of a day lift ticket multiplied by the number of days Lakeridge has been open in the 2021/2022 season. This amount will be subtracted from the cost of your pass to determine the refund balance.

If the partial refund calculation equates to a negative amount, no refund will be issued.

Example: Your night pass cost \$300.00. We were open 15 days. An adult night lift ticket cost \$56.00.

$$\$56.00 \times 15 \text{ days} = \$840.00 \quad \$300.00 - \$840.00 = (\$540.00)$$

Result: No refund

Example: Your night pass cost \$300.00. We were open 3 days. An adult night lift ticket cost \$56.00

$$\$56.00 \times 3 \text{ days} = \$168.00 \quad \$300.00 - \$168.00 = \$132.00$$

Result: Refund of \$132.00

Never Picked up Pass

In the event of a mandated government shut-down and you have not yet picked up your pass, you must contact us through email within 7 days of the closure date to request a full refund minus a \$60+HST administration fee. After this period the COVID-19 refund schedule stated above will apply.

Misplaced, Lost or Forgotten Passes:

Pass holders must not access hill facilities without their pass. If the pass is misplaced or forgotten, please visit a Cashier to have your pass re-issued.

Lost Pass:

First renewal is \$69.45 + HST and second renewal is 50% + HST of original price.

Forgotten Pass:

A lift ticket will have to be purchased; no complimentary ticket will be issued.

If a voided pass is found in use by a person other than the rightful passholder, the pass will be revoked and the passholder may be barred from Resort facilities for the remainder of the winter season, without refund.

Alpine Responsibility Code:

- <http://ski-lakeridge.com/general-information/policies-and-safety/code-of-safety>

As a Passholder, I agree:

- To read, understand and agree to the COVID-19 refund policy.
- To read, understand and abide by the “Alpine Responsibility Code”
- To read and understand the above Pass Terms and Conditions.
- To read, understand and execute a Waiver and Release of Liability Agreement.
- Not to teach skiing or snowboarding at Lakeridge Resort Ltd. for remuneration
- Not to allow use of my pass by any other person.

I understand that the breach of this contract is a serious offense. The season pass remains the property of Lakeridge Resort Limited.

I hereby certify that all pass holders on the application have read the above information, understand it, and voluntarily agree to participate and/or to allow my child to participate notwithstanding same.

Pass Holder Name(s) (Printed)

Pass Holder Signature (If Pass Holder is an Adult):

Parent/Guardian Name (If Pass Holder is a Minor, or Parent/Guardian signing for family)

Parent/Guardian Signature (If Pass Holder is a Minor, or Parent/Guardian signing for family)

Date: _____ / _____ / _____

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
(hereinafter referred to as the "Release Agreement") - PLEASE READ CAREFULLY!**

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF THE OCCUPIERS' LIABILITY ACT OR
CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

This Release Agreement shall apply to all subsequent pass & card renewals.

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| INITIALS: | INITIALS: | INITIALS: | INITIALS: | INITIALS: |
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TO: LAKERIDGE RESORT LIMITED and its directors, officers, employees, instructors, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (hereinafter collectively referred to as the "Releasees").

SECTION 1: ACKNOWLEDGEMENT OF RISKS – PLEASE READ CAREFULLY!

I am aware that skiing, snowboarding and participating in snow school lessons, clinics and sessions (collectively referred to as the "Activity") involve many risks, dangers and hazards including, but not limited to: boarding, riding and disembarking ski lifts; changing weather conditions; avalanches; exposed rock, earth, ice, and other natural objects; trees, tree wells, tree stumps and forest deadfall; the condition of snow or ice on or beneath the surface; negligent first aid; failure to act safely or within one's own ability or to stay within designated areas; negligence of other persons; and **RISKS RESULTING FROM THE NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY DUTY OF CARE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM, OR WARN ME OF, THE RISKS, DANGERS AND HAZARDS.** I also understand that other risks include variations in the terrain which may create blind spots or areas of reduced visibility; variations in the surface or sub-surface, including changes due to man-made or artificial snow; variable and difficult conditions; streams, creeks, and exposed holes in the snow pack above streams or creeks; cliffs; crevasses; snowcat roads, road-banks or cut-banks; collision with lift towers, fences, snow making equipment, snow grooming equipment, snowcats, snowmobiles or other vehicles, equipment or structures; encounters with domestic and wild animals including dogs and bears; exposure to **INFECTIOUS DISEASE CONTRACTED THROUGH VIRUSES, BACTERIA, PARASITES, AND FUNGI WHICH MAY BE TRANSMITTED THROUGH DIRECT OR INDIRECT CONTACT**; collision with other persons; loss of balance or control; slips, trips and falls; and accidents during participation in the Activity. I am also aware that the risks, dangers and hazards referred to above exist throughout and beyond the ski area and that many hazards are unmarked.

SECTION 2: ASSUMPTION OF RISKS – PLEASE READ CAREFULLY!

I FREELY ACCEPT AND FULLY ASSUME ALL THE RISKS, HAZARDS, AND DANGERS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (AS SET OUT IN SECTION 1) WHILE ENGAGED IN OR AS A RESULT OF MY VOLUNTARY PARTICIPATION IN THE ACTIVITY

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| INITIALS: | INITIALS: | INITIALS: | INITIALS: | INITIALS: |
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SECTION 3: RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT. THIS CONDITIONS WILL AFFECT YOUR LEGAL RIGHTS – PLEASE READ CAREFULLY!

IN CONSIDERATION OF the Releasees accepting my application for a Season Pass and permitting my use of the lifts, ski runs, trails, terrain parks, race courses, restaurants, day lodge, parking, access roads and other ski area facilities (hereinafter "the premises"), I hereby agree as follows:

- I AM GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE**, that arise or result from in whole or in part, participating in the Activity and, without limitation, claims arising out of or resulting from THE NEGLIGENCE, BREACH OF CONTRACT, BREACH OF ANY DUTY OF CARE OWED BY THE RELEASEES UNDER THE *OCCUPIERS' LIABILITY ACT*;
- WAIVE ANY AND ALL CLAIMS THAT I HAVE OR MAY HAVE IN THE FUTURE** against the Releasees;
- RELEASE THE RELEASEES FROM ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE, EXPENSE, AND INJURY AND DEATH, INCLUDING ANY CLAIM FOR CONTRIBUTION AND INDEMNITY, that I may suffer from my participation in the Activity DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT AND ANY DUTY OF CARE OWED TO ME BY THE RELEASEES UNDER THE OCCUPIERS' LIABILITY ACT.** I UNDERSTAND THAT NEGLIGENCE INCLUDES THE FAILURE ON PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE; and
- INDEMNIFY AND HOLD HARMLESS** the Releasees from any and all liability, including claims for contribution and indemnity, for any damage to property of or personal injury to, any third party, resulting from my, or my family member or next of kins, use of the Releasees' property or participation in the Activity.

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| INITIALS: | INITIALS: | INITIALS: | INITIALS: | INITIALS: |
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- AGREEMENT BINDING** - This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
- JURISDICTION** - This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of Ontario and no other jurisdiction. Any litigation involving the parties to this Release Agreement shall be brought solely within Ontario, and shall be within the exclusive jurisdiction of the Courts of Ontario; and
- SEVERABILITY** - If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct.

In entering into this Release Agreement, I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of skiing or snowboarding other than what is set forth in this Agreement. The Season Pass issued to the Passholder is the property of Lakeridge Resort Limited, is not transferable, not for resale and is revocable for misconduct or breach of the Alpine Responsibility Code.

I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

| Name (print clearly) | Date of Birth (mm/dd/yy) | Signature (parent or guardian to sign for those under 18) | Current Date | Witness Name & Signature |
|----------------------|--------------------------|---|----------------|--------------------------|
| 1. _____ | ____/____/____ | _____ | ____/____/____ | _____ |
| 2. _____ | ____/____/____ | _____ | ____/____/____ | _____ |
| 3. _____ | ____/____/____ | _____ | ____/____/____ | _____ |
| 4. _____ | ____/____/____ | _____ | ____/____/____ | _____ |
| 5. _____ | ____/____/____ | _____ | ____/____/____ | _____ |