

BOUSQUET MOUNTAIN UPHILL TRAVEL RELEASE AND WAIVER

THIS AGREEMENT SUPPLEMENTS THE SEASON PASS WAIVER AND RELEASE AND / OR WINTER SPORTS PROGRAM WAIVER AND RELEASE

UPHILL TRAVEL PASS: Participants must purchase an Uphill Travel Pass or a Day Ticket or Season’s Pass with an Uphill Travel Endorsement. Failure to comply with the Uphill Travel rules may result in revocation of Day Ticket or Season’s Pass.

UPHILL TRAVEL: Access to Bousquet Mountain trails is at your own risk. Uphill travel is permitted from dawn to dusk. Closed trails and terrain parks may not be marked or signed from the bottom, top, or other access points on the trail. Trails are designed for use by skiers and riders and any form of downhill descent other than skis or snowboard is prohibited. Sledding or sliding in any form is prohibited (except during the annual “Cardboard Classic” event). Guests accessing the trail system through uphill travel must stay to the side of the trail, wear visible clothing and choose a route that gives downhill traffic the best view of your location. Be aware of sharp turns and knolls where you may not be in view of downhill traffic. Guests accessing the Bousquet Mountain trail system must adhere to Your Responsibility Code. Your “Uphill Travel” pass must be worn at all times. Dogs are not allowed to accompany our guests while skinning.

UPHILL ROUTES: I agree that I will follow designated uphill routes which may change from time to time and which are posted in the main lodge. I agree that I will check a snow report before leaving the base area to become informed of closed terrain or trails and to be made aware of any snowmaking, events, or other operations that may be in progress. Uphill travel may be restricted or prohibited at any time. I recognize that uphill routes may not be patrolled. Once the Uphill skier has reached the summit, downhill travel shall occur only on open trails. If the uphill skier is met by the ski patrol doing their sweep, the uphill skier shall descend with the ski patrol.

SUPPLEMENT: I agree that this Agreement supplements the SEASON’S PASS WAIVER AND RELEASE and /or WINTER SPORTS PROGRAM WAIVER AND RELEASE which I have signed.

BOUSQUET MOUNTAIN: Bousquet Mountain, when used in this Release and Waiver shall mean and include Blue Chair Properties, LLC, the landowner, and Fresh Powder, LLC, the ski area operator and their respective managers, members, employees, partners, attorneys, representatives, subcontractors, direct and indirect, parent companies, and subsidiaries, predecessors, successors and assigns (the “Ski Area Released Parties”).

RELEASE OF LIABILITY: In consideration of being able to participate in uphill and downhill travel, I FOREVER RELEASE AND FULLY DISCHARGE, BOUSQUET MOUNTAIN from all liability for personal injury and/or death and/or damages and property loss to myself, my child, if applicable, and anyone for whom I sign this Release (together, the “Participant”) as a result of the acts or omissions of the SKI AREA RELEASED PARTIES including, but not limited to negligence, breach of warranty, product defect, loss, damage or theft of personal property, the conduct of any other person and any other cause.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS. I FURTHER ASSERT I HAVE COMPLETE AUTHORITY TO EXECUTE THIS DOCUMENT FOR MYSELF AND ANYONE FOR WHOM I AM EXECUTING THIS DOCUMENT.

This Agreement is executed under seal on the date noted below.

Participant Signature	Parent / Guardian Signature	Participant Age:
Print Name	Print Name	
Address:	Address:	Email Address(es):
Date:		

If participant is under 18, signature of parent/legal guardian is required to sign before the child will be permitted to participate.