

2023-2024



EMPLOYEE SEASON PASS APPLICATION

- Please thoroughly read and fill out this form completely for yourself and your dependents, if eligible.
Passes will not be issued until all required hire paperwork is complete with Human Resources.
Once complete – present this form to your Director/Manager for signature.
If a pass is lost, a \$5.00 fee will be charged to the employee for a replacement pass.

REQUIRED INFORMATION: (please print clearly)

Employee Name: _____ D.O.B. ____ / ____ / ____*
Department: _____ Phone #: _____
Address: _____

*If you are under the age of 18, a legal guardian MUST read and sign the back of this form before the pass is issued.

DEPENDENT INFORMATION: (please print clearly)

- Employees working 16 hours or more per week are eligible for free dependent passes. Discounted dependent passes are available for employees working under 16 hours per week – please reach out to Human Resources.
Dependents passes are offered to Spouse and Legal Dependents under 21 years of age.
A Spouse includes legal marriage or civil union only. Domestic Partners (boyfriend/girlfriend), no matter the length of relationship, are not eligible to receive a pass. A Legal Dependent is defined as a person who meets the IRS requirements to be your dependent for tax purposes. Do NOT list dependents who will not be skiing.

Spouse: _____ Date of Birth ____ / ____ / ____
Employee's Dependent: _____ Date of Birth ____ / ____ / ____
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Falsifying information will result in loss of employee privileges and could be considered theft of Resort Services.

I attest that the information provided is accurate and can provide supporting documentation if requested. I understand that this Season Pass is the property of Jay Peak Resort and is for my personal use only. With this understanding, I agree that while using this pass, I will not be representing Jay Peak Resort in any way, to include, but not limited to, wearing my Jay Peak Resort uniform nor using such pass during my working hours, unless authorized to do so as a condition of my employment. My actions, inactions, and behavior shall always be with the utmost regard for safety, not only my own but those of all guests as well. I understand that any misuse of my season pass, or false statement made on this form can result in the loss of my season pass and/or termination of employment. In the event that that employment is terminated, I agree to immediately surrender my pass and my dependent passes. As a condition for being allowed to use the Ski/Ride Season pass, I have read, understand, and agree with the Season Pass Warning, Acknowledgment of Risk, Release and Forum Selection. (Please see reverse side.)

FOR MANAGER USE ONLY

- Employee is working 16 or more hours per week
Employee is working 16 or less hours per week
Employee is a volunteer

Manager's Signature: _____

WARNING: I understand and accept that all forms of skiing, snowboarding and other winter mountain sports, including the use of lifts, in which I may participate at the Resort are hazardous with many inherent and other risks that can result in injuries and death. Falls and injuries are common occurrences. These activities require deliberate and conscious control through proper lookout, and care with due regard for ever changing variables and dangers. Safety is directly affected by participant judgment and attention in the mountain terrain. I agree to ski or ride ONLY within my ability and to follow **Your Responsibility Code**.

ASSUMPTION OF RISK: I freely and willingly accept and voluntarily assume all risk of property damage, personal injury, or death which may occur and which results from participating in winter sports activities and the inherent risks of such activities. I further agree that the phrase "inherent risks" means those risks, which are listed in this Agreement, or those that can reasonably be inferred therefrom. I also agree that these risks are both obvious and necessary to these winter sports activities and that these inherent risks include but are not limited to changing weather conditions, surface and/or subsurface snow conditions as they may from time to time exist and may change or be affected by weather, skier, or other participant usage, and whether such conditions are surface or subsurface or consist of ice, hard pack, powder, packed powder, wind pack, corn, crust, slush, cut up snow, and/or machine made or machine enhanced snow; other conditions including bare spots, forest growth and debris, stumps and trees, streambeds, water and/or water bars, other natural objects and/or collisions with such objects; collisions with others; collisions with lift towers, structures, signs, terrain park features and structures; posts, fences, or other enclosures; water and/or air pipes or other manmade structures, and/or their components such as hydrants used in snowmaking or for other necessary purposes; collisions with well-marked or plainly visible snowmobiles, snow grooming, and/or other over snow vehicles or equipment; variations in terrain that occur naturally or as the result of slope design, weather changes, snowmaking and/or snow grooming operations, or participant usage.

PROMISE NOT TO SUE/HOLD HARMLESS/RELEASE: In consideration of all of the above, I agree that I will not make any claim nor bring any suit for any damages, injury, or death which results from any such inherent risks as I have agreed to the terms defined herein. I hereby RELEASE, to the full extent allowed by law, Resort (including their officers, employees, affiliates, agents, etc.) from any and all liability for personal injury including death, and property damage including any alleged negligence in the operation of and/or maintenance of its premise, including but not limited to damages that arise from encountering of any of the above defined inherent risks. I also agree that in the event anyone makes any claim against the Resort or any of its officers, directors, shareholders, agents, and/or employees, as a result of any of my activity on their premises or the use of their facilities, that I will indemnify and hold the Resort harmless from such claims.

FORUM SELECTION: I further agree that any dispute arising out of my use of this Agreement and/or from any use by me of any of the premises or facilities at Jay Peak Resort shall be litigated exclusively in the Vermont Superior Court, Orleans Civil Division or the U. S. District Court for the District of Vermont.

This contract may be plead as an affirmative defense to any claim I might make as a result of any damage, injury, and/or death which I may sustain as a result of my participation in winter sports activities at Resort. I further agree that this contract is binding upon me, my heirs and assigns. To the extent that I am signing this document on behalf of a minor I represent and guarantee that I have full authority to do so, realizing the full binding effect of this contract on them as on myself. I further agree to indemnify and hold harmless Resorts for any claims brought on behalf of the minor relating to any damages allegedly sustained by the minor while he/she was in use of this pass. I also agree to abide by all policies and by the rules of conduct for sports participants posted at the Resort as contained in the seasonal trail maps, policies and/or brochures.

EMPLOYEE SIGNATURE*: _____ **DATE:** _____

***Employees/Dependents Under 18 Years Old**

I am signing on behalf of a minor. I hereby certify that I have the full authority as his/her legal guardian to fully indemnify and hold Jay Peak Resort et al harmless for any and all damages, losses, claims or action of any kind brought by any person, including the minor, which arises out of the use by the minor at any Jay Peak Resort et al premises or facilities.

PARENT/GUARDIAN SIGNATURE: _____ **DATE:** _____