



Sugar Mountain Resort, Inc.
 PO Box 369
 Banner Elk, NC 28604

(828) 898-4521 • 800-SUGAR-MT (784-2768)
 Fax (828) 898-6820
 www.skisugar.com

2024 Summer Lift Service & Bike Park Season Pass Application

| 2024 Season Pass Rates | |
|------------------------|-------|
| Adult Pass | \$325 |
| Junior Pass | \$237 |

FOR OFFICE USE ONLY

DATE PAID _____

AMT PAID _____

Cash Check CC

Contract Signed Yes

RCVD By _____

| OFFICE USE ONLY | | NAME OF FAMILY MEMBER | AMOUNT |
|-----------------|-------------|--------------------------|--------|
| PASS # | DATE ISSUED | | |
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TOTAL

Name _____ Phone _____

Address _____

City _____ ST _____ Zip Code _____

If you would like to receive Sugar Mountain Resort press releases please include your email address and initial for approval.

E-mail _____

All rates and policies subject to change without notice.
 Please read and sign contract on reverse side.

Please read and sign contract below

1. I agree, for myself and/or my child, to RELEASE AND NOT TO SUE, forever indemnify, defend, and hold harmless SUGAR MOUNTAIN RESORT, INC., SUGAR MOUNTAIN SKI RESORT, LLC and their owners, instructors, officers, directors, volunteers, employees, affiliates, agents and assigns, (collectively as "RELEASEES") from liability for any and all loss or damage to myself or to my child or my or my child's property resulting from the RELEASEES' NEGLIGENCE or any other cause. I understand that the RELEASEES are not responsible for the consequences of their own NEGLIGENCE, that is, their failure to use reasonable care in any way. I acknowledge that I am freely and expressly assuming and accepting any and all risks of property damage, personal injury and death in connection with my or my child's use of the RELEASEES' facilities and participation in mountain biking.
2. For myself and my child, I agree to RELEASE AND NOT TO SUE, indemnify, defend, and hold harmless the RELEASEES from any and all loss or damage that I or my child may cause to persons or property while using the facilities and participating in the activity of mountain biking. This includes, but is not limited to, any and all claims for personal injury, death and/or property damage that may in any way arise out of use of the roads, trails and facilities.
3. **WARNING AND ACCEPTANCE OF RISKS** - The activity of mountain biking, whether recreational or competitive, presents many unique challenges heightened by the rough ever-changing riding surface. It is an inherently dangerous activity with risks too numerous to list, which includes but is not limited to the steep, slippery, uneven condition of roads and trails which contain rocks, trees, ledges, soft sand, mud, slippery grass, water bars and other bumps, ruts, stumps, brush (all of which can be hidden or obscured by vegetation), collisions with other bikers, pedestrians and mountain vehicles or other manmade objects on the mountain, including snow making equipment, towers, racing gates and finish line equipment; and the failure of bike components. Falls are a common occurrence of the activity. Always proceed cautiously and walk your bike whenever conditions warrant. Mountain biking equipment must be in excellent working condition, but even a recently tuned bike can develop problems on the trail. **WHEN IN DOUBT, WALK!**
4. I hereby certify that I and/or my child are physically fit and have no medical conditions or allergies that affect my ability to participate in mountain biking. I fully understand that RELEASEES are not responsible for my or my child's medical bills and they must be submitted through my personal health insurance plan.
5. I recognize that I and or my child must abide by the rules of mountain biking, I and or my child agree to continuously inspect the area while riding, obey the instructions provided, and obey all posted notices, signs and warnings. If I or my child feels unsafe for any reason, we will immediately advise the RELEASEES and leave the area.
6. This Agreement is intended to comply with the laws of the State of North Carolina to the extent allowed by law. If any part of this Agreement is determined to be unenforceable, all other parts shall be given full force and effect. I agree and understand that any claim or lawsuit against the RELEASEES may only be brought in the Superior Court of Avery County, where the resort is located.

I UNDERSTAND AND ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY AND UNDERSTAND ITS CONTENTS. I UNDERSTAND THAT MY SIGNATURE BELOW EXPRESSLY WAIVES ANY RIGHTS I HAVE TO BRING A CLAIM AGAINST OR SUE THE RELEASEES FOR INJURIES OR DAMAGES. I FURTHER UNDERSTAND THAT THIS IS A CONTRACT THAT LIMITS MY LEGAL RIGHTS AND THAT IT IS BINDING UPON ME, MY HEIRS, AND LEGAL REPRESENTATIVES.

Please sign here:

1st Family Member_____

2nd Family Member_____

3rd Family Member_____

4th Family Member_____

5th Family Member_____

6th Family Member_____

7th Family Member_____

8th Family Member_____