

CREDIT CARD OR DEBIT CARD PAYMENT PLAN AGREEMENT **Passholder signature is required below to participate in the Payment Plan Program.**

I hereby acknowledge and accept full responsibility of the following terms and guarantee payment for the season products purchased:

1. The personal information and card account I have provided on this form is true and accurate.
2. The card I have provided has a valid expiration date through September 15, 2020.
3. If the card provided is lost, stolen, or the account details change, I will notify Bristol Mountain at (585) 374-1131 immediately.
4. Bristol Mountain will charge the credit or debit card account on the initial date of purchase and on the 15th of each subsequent month with the final installment being withdrawn on September 15, 2020. This authorization shall remain in effect until the full payment is completed on September 15, 2020. The number of payments may vary based on purchase date.
5. If a payment does not clear on the 15th of the month, an automated email notification will be sent to the email address provided. I agree to immediately resolve the issue with my account and to notify Bristol Mountain at (585) 374-1131 to reprocess the installment by the 20th of the same month along with a separate \$25 service fee.
6. This agreement will become null and void on the last day of the month for failure to remit payment. In such case, the amount paid to Bristol Mountain minus a \$50 service fee will be refunded to me.
7. I understand that I will not be entitled to the season product, or the benefits provided, until all installments have been paid in full.

SIGNATURE: _____ **DATE:** _____

ASSUMPTION OF RISKS **NYS SAFETY IN SKIING CODE**

Skiers, snowboarders, and lift passengers are governed by the NYS Safety in Skiing Code, Article 18 of the NYS General Obligations Law. Before accepting a pass or allowing a pass to be affixed to you, your attention is directed to the "Warning to Skiers" outlined below. NYS law requires you to seek out, read, review, and understand the "Warning to Skiers" before you participate in the sport of skiing or snowboarding. Skiers and snowboarders can be arrested for failure to comply with Article 18 of the NYS General Obligations Law and will be required to leave the premises. Skiing and snowboarding privileges will be denied and no refund of the season pass or lift ticket purchase price will be issued.

WARNING TO SKIERS

Downhill skiing and snowboarding, like many other sports, contains inherent risks including, but not limited to the risk of personal injury, including catastrophic injury, or death, or property damage, which may be caused by variations in terrain or weather conditions; or surface or subsurface snow, ice, bare spots or areas of thin cover, moguls, ruts, bumps, or other persons using the facilities; or rocks, forest growth, debris, branches, trees, roots, stumps; or other natural objects or man made objects that are incidental to the provision or maintenance of a ski facility in New York State. New York law imposes a duty on you to become apprised of and understand the risks inherent in the sport of skiing or snowboarding, which are set forth above, so that you make an informed decision of whether to participate in skiing or snowboarding not withstanding the risks. New York also imposes additional duties upon you, to which you must adhere, for the purpose of avoiding injury caused by any of the risks inherent in skiing or snowboarding. If you are not willing to assume all of these risks and abide by these duties you must not participate in skiing or snowboarding at Bristol Mountain.

SEASON PASS POLICIES

1. To qualify for an Executive Season Pass membership, a family is defined as the parent(s) or guardian(s) and their children up to and including the age of 22 at the time of pass purchase who are either living at home or enrolled as a full-time college student. Family pass members must reside within the same household. Children age 7 & younger receive a complimentary Executive Season Pass provided they are 7 years old or younger at the time of pass purchase. A birth certificate is required for children age 7 and younger. Executive Senior Season Passholders must meet the minimum age requirement when the pass is purchased.
- 2.5 and Under Season Passholders need to be age 25 or younger at the time of pass purchase. Proof of age and/or address may be required at the time of pass issuance.
2. A refund, in like manner, may be issued for any reason, minus a \$50 service charge provided a written request is submitted to the Administrative Office on or before October 1, 2020. Starting October 2nd, a gift card credit for the unused value of the season pass may be issued for a serious, long term medical condition, out-of-region job relocation, or military service entitlement which prevents the passholder from utilizing the pass for the remainder of the season. The amount of the gift card credit is prorated based on a schedule. Additional rules apply. Inquiries may be directed to (585) 374-1131.
3. Season passes are issued in the Guest Services Office on weekends starting in October and daily during the operating season. An Assumption of Risks form must be signed by each passholder before the season pass is issued. The parent or legal guardian of each minor passholder will sign an Assumption of Risks form on behalf of the minor before the season pass is issued.
4. Season passes, and associated benefits are valid during the 2020-21 operating season and will expire after the close of this season. The operating schedule is weather and operationally dependent.
5. Season passes must always be worn above the waist and clearly visible to lift personnel. Season passes are non-transferable. The falsification, forgery, or alteration of a season pass or the willful use or impersonation by anyone other than the passholder is prohibited and will lead to arrest for theft of service. Bristol Mountain reserves the right to revoke a season pass for any reason.
6. Report a lost season pass to the Guest Services Office. Replacement cost is \$25.

SEASON CARD POLICIES

1. Cards are valid during the 2020-21 operating season and will expire after the close of this season.
2. Refunds and/or credits are not issued for unused cards. No refunds are given for unreceived card claims.
3. Cards are mailed prior to the start of the operating season and within 5-7 business days from the date of purchase during the operating season.
4. Report a lost card to the Guest Services Office. Replacement cost is \$25.
5. The unauthorized sale of cards or lift tickets redeemed from cards on Bristol Mountain property is prohibited. Violation will lead to card forfeiture and revocation of skiing privileges.

PHOTO AND VIDEO POLICY

Bearer grants Bristol Mountain permission to use his/her image in advertising and promotional materials in the event their image is captured on the premises.