

New York State General Obligation Law, Article 18, Safety in Skiing Code

RESPONSIBILITIES OF SKIERS AND ACKNOWLEDGEMENT OF RISK

Season Pass Policies

Printed Name \_\_\_\_\_

**General Policies**

Season Passes are non-transferable. Anyone caught using someone else's pass will be arrested for "Theft of Services"

1. All tickets and Season Passes must be worn above the waist.
2. All tickets and Season Passes must be shown to the lift operator each time you go through the line.
3. To obtain rentals, the Season Pass Holder must present his/her Ski Rental Season Pass and fill out a rental form. The seasonal rental equipment must remain at Toggenburg Mountain.

**Lost/Forgotten Pass Policy**

If you have forgotten your Season Pass you will be allowed one (1) temporary pass per season. There will be a \$2.00 non-refundable fee.

TRANSFERRING THIS TEMPORARY PASS IS "THEFT OF SERVICES" AND VIOLATORS WILL BE PROSECUTED. If you have lost your season pass you will be allowed to receive one (1) temporary pass per day for one (1) week only (Maximum of 7 passes.) There will be a \$2.00 non-refundable fee each time. If the lost pass is not found within a week you must pay a \$25 fee to have the pass reprinted. The second time the pass is lost you will have to repeat steps 1 -4. If the pass is lost a 3rd time you will have to purchase a new pass Before February 15th - \$100 After February 15th - \$50

**SP Load Policy**

There is now an option to load money onto your Season Pass. The balance on your pass can be used anywhere on the Greek Peak Resort only. Lost or stolen cards are subject to a \$25 reprint fee. Balances on lost cards will be frozen ONCE REPORTED missing. Within 30 days following the close of ski season your pass balance can be transferred to next year's Season pass, if not transferred to your pass it will be transferred to a gift card. Balances will expire after 5 years.

**Refund Policy**

**Before the season begins:**

A person may receive a refund when moving out of the area. A letter indicating transfer from past or present employer is required for verification. A person may receive a refund if unable to ski due to a medical reason. A letter from a doctor is required for verification. A bookkeeping fee of \$20 will be deducted from the amount. Please allow at least 30 days for the refund.

**After the season starts:**

A person may receive a refund if unable to ski due to a medical reason only: A letter from a doctor is required for verification. The percentage of the refund is as follows: Up to 10 days of operation into the season 70%  
Up to 20 days of operation into the season -40%  
Up to 30 days of operation into the season- 20%  
After 31 days of operation into the season no requests will be accepted. Refund requests must be submitted within the first 40 days of operation. Refund percentages are determined based on when medical verification is submitted  
A bookkeeping fee of \$20 will be deducted from the amount. Please allow at least 30 days for refund

**Rollover Policy**

**Before the season begins:** A person may receive a rollover if unable to ski due to a medical reason. A letter from a doctor is required for verification. Please allow at least 30 days for rollover

**After the season starts:** A person may receive a rollover if unable to ski due to a medical reason only. A letter from a doctor is required for verification. Rollover requests must be submitted within the first 40 days of operation. After 40 days no requests will be accepted Please allow at least 30 days for rollover

**DRUG AND ALCOHOL POLICY:** The use of our facility will be denied to those under the influence of drugs and/or alcohol. Toggenburg Mountain will refuse service or evict from the premises persons in violation of the above. Toggenburg Mountain will not be held responsible for grease damage to any outerwear. Our lifts require routine maintenance. This is an inherent risk of the sport.

**THEFT OF SERVICE:** Falsification of fact in the use of a lift ticket or season pass is punishable under New York State Law. Restricted passes only valid for specified timeframes, i.e. Night pass after 4pm only.

**RECKLESS SKIING:** Skiing out of control can cause hazard to oneself and other skiers or otherwise violate Article 18 (a misdemeanor). Offenders may be required to leave the area and may be denied skiing privileges for a period of time as deemed appropriate by Toggenburg Mountain Management. Skiers must follow posted and oral directions and avoid acts of carelessness that could cause injury.

I agree that all disputes under this contract and/or lawsuits arising from use of the facilities at Toggenburg Mountain Ski Area shall be litigated exclusively in the Supreme Court of the State of New York, County of Onondaga, or in the United States District Court for the 6<sup>th</sup> Judicial District of New York.

**ALL PERSONS USING TOGGENBURG MOUNTAIN FACILITIES ARE BOUND BY THE REQUIREMENTS OF THE FOREMENTIONED CODE. BY LAW YOU ARE REQUIRED TO READ, UNDERSTAND, AND ACCEPT "SKIER RESPONSIBILITIES AND DUTIES" AND "WARNING TO SKIERS" POSTED AT TICKET WINDOWS AND THROUGHOUT THE RESORT.**

**WARNING TO SKIERS**

Downhill skiing, 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 manmade objects that are incidental to the provisions or maintenance of a ski facility in New York State. New York law imposes a duty to you to become apprised of, and understand, the risks inherent to the sport of skiing, which are set forth above, so that you may make an informed decision of whether to participate in skiing notwithstanding the risks. New York law 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. If you are not willing to assume all of these risks and abide by all of these duties, you must not participate in skiing at this ski area. Instruction and education (Article 18) for a skier relative to the risks inherent to the sport, and the duties for skiers is available upon request at the resort at all times.

**ALL PERSONS USING THE TOGGENBURG MOUNTAIN FACILITIES ARE BOUND BY THE REQUIREMENTS OF THE AFOREMENTIONED CODE. A COMPLETE COPY OF ARTICLE 18 IS AVAILABLE AT THE LIFT TICKET WINDOW. IF YOU WOULD LIKE A COMPLETE COPY OF ARTICLE 18 PLEASE CONTACT THE MOUNTAIN AND WE WILL MAIL ONE TO YOU.**

**FREESTYLE TERRAIN**

FREESTYLE TERRAIN MAY INCLUDE HALFPIPES AS WELL AS TERRAIN PARKS AND TERRAIN FEATURES. THEY ARE PROVIDED FOR YOUR ENJOYMENT AND OFFER ADVENTURE, CHALLENGE, AND FUN. HOWEVER, FREESTYLE TERRAIN USE, LIKE ALL SKIING AND RIDING, EXPOSES YOU TO THE RISK OF SERIOUS INJURY. PRIOR TO USING FREESTYLE TERRAIN, IT IS YOUR RESPONSIBILITY TO FAMILIARIZE YOURSELF WITH ALL INSTRUCTIONS AND WARNINGS AND TO FOLLOW "YOUR RESPONSIBILITY CODE."

1. Freestyle Terrain contains man-made and natural terrain variations.
2. Freestyle Terrain changes constantly due to weather and use.
3. Inspect Freestyle Terrain before using and throughout the day
4. In jumping and using this terrain, you assume the risk of serious injury.
5. Be courteous and respect others.
6. One user on a Terrain Feature at a time.
7. Never jump blindly- use a spotter when necessary. Look Before you Leap!
8. It is your responsibility to control your body on the ground and in the air.
9. Always clear the landing area quickly.
10. Always ride or ski in control and within your ability

All above stated policies apply to use of your pass at Toggenburg Mountain. If you are unwilling to accept the inherent risks in skiing as outlined in the "skiers Responsibilities and Duties" and "Warning to Skiers" do not Purchase this Season Pass. By purchasing this Season Pass, I hereby expressly acknowledge my understanding and acceptance of the foregoing.  
Season Pass Holder Printed Name: \_\_\_\_\_

Signature \_\_\_\_\_

Date: \_\_\_\_\_

# Toggenburg MOUNTAIN

Welcome to Toggenburg Mountain!

Please read and sign the following statement:

Toggenburg Mountain is absolved of all liability for anyone infected with coronavirus during their visit. By visiting Toggenburg Mountain, you voluntarily assume all risks related to exposure to COVID-19. We will take all measures necessary to keep our property as safe and comfortable as possible for our guests amid the coronavirus pandemic, but please understand that there is a shared responsibility between guests and Toggenburg Mountain.

Guest procedures –

We are taking every precaution possible to ensure the well-being and health of all of our guests. Below is a list of procedures that must be followed while at Toggenburg Mountain.

- Social Distancing – Please stay at least 6 feet away from other guests and staff when possible.
- Face coverings - We are requiring that face coverings be worn at all times, not limited to but including: base buildings, hallways, bathrooms, locker area, areas on the slopes, and in the lift mazes, etc.
- Additional procedures may be required to protect our employees, other guests and you.

Guest Name Printed \_\_\_\_\_

Guest Name Signed \_\_\_\_\_

Date \_\_\_\_\_

Enjoy your visit!