

2008-09 Colorado Ski Country USA Gold Pass Membership Agreement

Please complete both pages of this agreement. Your membership will be activated when this signed agreement is on file.

CONTACT NAME: _____

COMPANY: (if applicable) _____

Pass will be listed under Company Name unless noted otherwise

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____ FAX: _____

E-MAIL: _____ @ _____

Yes I would like to receive periodical emails from Colorado Ski Country USA regarding pertinent information.

2008-09 Colorado Ski Country USA Gold Pass Membership Order Form

Note – Gold Pass is not valid at Vail, Keystone, Breckenridge or Beaver Creek

Number of Gold Pass Memberships requested _____

Each Gold Pass Membership \$ 3,000

Regular Season rate will be \$2,500

TOTAL AMOUNT DUE \$ _____

_____ Check enclosed (\$25 savings per Gold Pass purchased) _____ Bill me* _____ Credit Card^

Complete the membership information above, indicate the number of Gold Passes desired, sign the form and mail/fax to the following address:

**Colorado Ski Country USA
Attn: Neil Sogard
1507 Blake Street
Denver, Colorado 80202
Phone: 303-866-9702
Fax: 303-837-1627**

+* Passes will be sent when full payment and a signed Membership Agreement are received.

Available in early October.

^ Credit Card Payment, please fill out Authorization form and mail/fax with Membership Agreement
(CCA Form is included below)

Colorado Ski Country USA Gold Pass Membership Agreement

1. In exchange for payment of the \$3,000 Gold Pass Membership fee, Colorado Ski Country USA (CSCUSA) is providing a CSCUSA Gold Pass. The CSCUSA Gold Pass is a transferable ski pass that may be used by whomever the Gold Pass member designates, subject to the terms of this agreement.
2. The CSCUSA Gold Pass is valid at all CSCUSA member ski areas for the entire length of the 2008-09 ski season. The CSCUSA Gold Pass is not valid for summer lift access after the ski area has closed for the ski season. During the 2008-09 ski season, the Gold Pass will not be valid at Silverton Mountain, Vail Mountain, Beaver Creek Resort, Keystone Resort or Breckenridge Ski Resort.
3. The CSCUSA Gold Pass may be used by only one skier per day at only one ski area per day. Use of a single Gold Pass by more than one skier during a single day constitutes misuse of the Gold Pass and is grounds for revocation of the pass. The only exception to this rule is that one skier may use the Gold Pass at more than one ski area per day if the ski areas are managed by the same company. Refer to your Gold Pass manual for specific examples.
4. The CSCUSA Gold Pass, as well as the right to use the CSCUSA Gold Pass, may not be rented, resold, re-conveyed or repackaged for sale with any other goods or services for commercial or non-commercial purposes. The following uses of the CSCUSA Gold Pass are specifically prohibited: (a) packaging or offering use of the Gold Pass in connection with the sale, lease or rental of any lodging room, unit or property (including but not limited to a homeowner's association, fractional ownership property whether deeded by right or purchase for use of members or interval ownership property) by a property owner or the property owner's agent, whether or not a fee for use of the CSCUSA Gold Pass is charged, assessed or collected; (b) offering the CSCUSA Gold Pass or use of the CSCUSA Gold Pass as a prize, reward or benefit in any commercial or charitable context without the prior written permission of CSCUSA; (c) making use of the CSCUSA Gold Pass available for a rental fee or charge; whether part of a package or separate.
5. The CSCUSA Gold Pass may be presented for lift access at a CSCUSA member ski area in one of two ways. (Refer to Gold Pass manual for identification of CSCUSA member ski areas and their procedures for Gold Pass use.)
 - a) Ski areas that use bar-code scanning technology allow the Gold Pass holder to bypass the lift ticket window. The Gold Pass holder may proceed directly to a base area lift and present the Gold Pass and bar-coded strip to the lift ticket checker. The Gold Pass is the lift ticket at these ski areas.
 - b) Ski areas that do not have bar-code scanning technology require the Gold Pass holder present the Gold Pass and bar-coded strip at a lift ticket window. The Gold Pass holder will be issued a 1-day lift ticket and may be required to sign a Gold Pass use register. **THE LIFT TICKET ISSUED IS NON-TRANSFERABLE. IT IS A VIOLATION OF THIS AGREEMENT AND OF COLORADO CRIMINAL LAW TO SELL OR RESELL A LIFT TICKET ISSUED FOR A GOLD PASS. ANY VIOLATION OF THIS RULE WILL RESULT IN IMMEDIATE REVOCATION OF THE GOLD PASS.**
6. CSCUSA will revoke a Gold Pass for misuse at any time. Upon revocation for misuse, CSCUSA will not refund any portion of the Gold Pass membership fee. The Gold Pass member shall be responsible for any misuse of the Gold Pass, whether or not the misuse occurred with the Gold Pass member's knowledge or consent. **GOLD PASS MEMBERS ARE RESPONSIBLE FOR PROPER USE OF THEIR PASSES AT ALL TIMES.**
7. In the event of Gold Pass misuse and revocation, CSCUSA may recover damages to CSCUSA and/or CSCUSA member ski areas arising from Gold Pass misuse, including reasonable attorneys fees.
8. If a Gold Pass is lost or stolen, notify CSCUSA immediately. Ski area lift ticket offices are not prepared to assist with lost or stolen Gold Passes. CSCUSA may charge Gold Pass members a fee to replace a lost or stolen Gold Pass. See Gold Pass Manual for specifics on handling lost or stolen passes.
9. This agreement is a contract and shall be governed by the laws of the state of Colorado. Any disputes involving the CSCUSA Gold Pass, its use or Gold Pass membership shall be brought in the District Court for the City and County of Denver, Colorado.
10. CSCUSA may adopt reasonable modifications to this agreement effective upon delivery by first class mail of written notice to Gold Pass members. A Gold Pass member may reject any such modifications by responding in writing to CSCUSA and returning the Gold Pass (es) within 10 days and may receive a refund of a percentage of the Gold Pass membership fee to be determined by CSCUSA.
11. The Gold Pass member agrees to comply with the rules and regulations of CSCUSA's member ski areas and with all other applicable laws and regulations, including the Colorado Ski Safety Act, when using the Gold Pass for lift access.
12. CSCUSA reserves the right at any time to revoke the CSCUSA Gold Pass and refund to the pass owner the proportion of the \$ 3,000 membership payment corresponding to the remainder of the ski season.
13. CSCUSA will provide a CSCUSA Gold Pass only after CSCUSA has received payment-in-full of the \$3,000 Gold Pass Membership fee and a signed Gold Pass Membership Agreement.
14. I understand that by providing the fax number above, on behalf of our company or organization, I am authorizing and hereby grant consent for the company or organization to receive faxes sent by or on behalf of CSCUSA.

I fully understand the terms of this Gold Pass membership agreement and agree to comply with all the rules set forth above. I understand that any misuse of my Gold Pass(es) by myself or others will result in revocation of the misused pass(es).

Signature/Company Name: _____

Date _____

