

By purchasing your season pass online, you agree to the following:

To make the system work, it is imperative all Passholders follow these simple rules and agree to be bound by the policies and conditions on this application. The term "user" as used throughout this RELEASE includes, but is not limited to skiers, snowboarders, mountain bikers, hikers and any other recreational users, regardless of the season. This season pass is a revocable license under the laws of Maine and is revocable at the sole decision of the licensor; Black Mountain Ski Resort

(BMOM) The issuance of a pass authorizes the licensee to use related recreational amenities at Black Mountain Ski Resort in Rumford, Maine.

The licensee agrees that he does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in Black Mountain Ski Resort or its premises by virtue of this license or use hereunder.

1. In issuing this season pass, Black Mountain Ski Resort, dba BMOM, makes no guarantees as to opening date, days of operation, or lifts and trails in operation. Refunds, exchanges or transfers will not be given due to late opening, early closing or conditions. The buyer of a season pass assumes all risk of a marginal snow year.
2. Season Passes are NON-TRANSFERRABLE and may not be resold. Fraudulent use or violation of any area policy may result in pass cancellation without refund. Violations of any Federal, State, or local laws while on Black Mountain Ski Resort property, or of ski area boundary policy, will result in season pass cancellation without refund. Purchaser agrees to display season pass at all times when accessing lifts or trails.
3. Passes are non-refundable except under limited conditions with a \$35 handling fee. Please see our refund policy for specifics.
4. Lost Season Pass: If your Season Pass is lost or stolen, you must report it to the Black Mountain Ski Resort Season Pass office immediately. A charge of \$25.00 will be made for reissuing a new pass. If you find your lost pass, you are required to immediately notify BMOM and return it to the Season Pass Office. Forgotten Season Pass: Only two (2) day tickets will be issued for the entire ski season. If your ticket or Season Pass is found on another person, you will lose your pass privileges for the remainder of the season with no compensation.
5. The purchaser and/or user of this pass understands that all types of mountain recreation are hazardous sports and accepts and assumes the inherent risks of mountain recreation including but not limited to: changing weather conditions; bare spots; variations in snow, ice and terrain along with bumps, moguls, stumps, forest growth and debris and rocks; loose gravel and dirt, uneven terrain; grooming and other types of equipment on slopes; lift towers and other structures and their components; collisions with others and the recreational user's failure to participate within their own individual ability. In using the pass and recreating at the area, such dangers are recognized and accepted whether they are marked or unmarked. The user realizes that falls and collisions and other accidents do occur and that serious injury or death may result and, therefore, assumes the burden of being in control at all times. IN CONSIDERATION FOR EACH AND EVERY RIDE ON ANY SKI LIFT DEVICE, THE USER OF THIS PASS HEREBY RELEASES AND HOLDS HARMLESS Black Mountain Ski Resort AND ITS AGENTS FROM ANY AND ALL CLAIMS AND LIABILITIES, INCLUDING NEGLIGENCE CLAIMS, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE PASS.
6. ON BEHALF OF MYSELF AND ALL OTHERS NAMED, INCLUDING ANY MINOR CHILDREN, ON THIS SEASON PASS APPLICATION, I HEREBY RELEASE Black Mountain Ski Resort AND ITS OWNERS, AGENTS AND EMPLOYEES FROM ANY AND ALL LIABILITY FOR DAMAGE OR INJURY TO MYSELF AND ALL OTHERS NAMED ON THIS SEASON PASS APPLICATION, INCLUDING NEGLIGENCE CLAIMS, ACCEPTING MYSELF THE FULL RESPONSIBILITY FOR ANY AND ALL SUCH DAMAGE OR INJURY OF ANY KIND WHICH MAY RESULT DIRECTLY OR INDIRECTLY FROM THE USE OF THIS PASS.
7. In consideration of using Black Mountain's facilities, I CONTRACTUALLY AGREE that ALL claims for injury and/or death shall be GOVERNED by MAINE STATE LAW and EXCLUSIVE JURISDICTION shall be in the State of Maine.

I have carefully read this agreement and fully understand its contents.

If I am agreeing on behalf of a minor, I accept full responsibility for all expenses incurred as a result of the minor's participation in recreating at Black Mountain Ski Resort. I agree to **RELEASE, HOLD HARMLESS, and INDEMNIFY** Black Mountain Ski Resort for any claims brought by or on behalf of my minor child(ren), including negligence claims.