

## **GENERAL CONDITIONS 4 SEASON PASS**

### **TERMS OF USE AND REFUND 2022- 2023**

1. All passes issued by the ski area remain the property of Le Massif.
2. Pass holders must carry their pass on their person at all times, and present it to any ski area representative when so requested.
3. Passes cannot be loaned, sold or reproduced. Infractions will result in the immediate confiscation of the pass and could lead to legal prosecution.
4. If lost, stolen or forgotten, please notify customer service immediately. Your season pass will be replaced. A \$25 fee will be applied to replace your membership card.
5. The pass holder pledges to respect the mountain code of conduct in its entirety. This code has been adopted in virtue of the bi-law on safety in sports, and it applies to anyone practising a slide sport:
  - Remain in control of your speed and direction. Make sure you can stop or avoid any person or obstacle;
  - Yield the right of way to persons downhill, and choose a course that ensures their safety;
  - Stop on-trail only if you can be seen from above, and only where you are not obstructing the trail;
  - Yield the right of way to persons uphill when entering a trail, and at intersections;
  - If you are involved in or witness an accident, remain at the scene and identify yourself to a first-aider;
  - Use and wear proper devices at all times to prevent runaway equipment;
  - Stay off the lifts and trails if under the influence of drugs or alcohol;
  - Respect all signage and warnings, and never venture off-trail or onto closed trails;
  - Obey all regulations and signage posted for special activities taking place within ski area boundaries, as marked out. Be safety conscious. Know the code. It's your responsibility!
6. Helmets are mandatory in the terrain/snow park and are strongly recommended in all other mountain sectors.
7. Le Massif reserves the right to cancel, confiscate or suspend a season pass for infractions to the mountain code of conduct, or for fraudulent use. A season pass is issued only when the pass holder has agreed to abide by the above codes and regulations in effect. In cases where the pass holder is at fault, sanctions will apply without notice or refund.
8. Season passes are non-refundable and non-transferable. They are valid the season for which they are purchased, and may not be transferred to the next season. In some cases they may be cancelled according to the season pass cancellation policy currently in effect.
9. Season passes entitle legitimate pass holders to use all Le Massif installations, depending on the type of pass. The purchaser of a season pass or the pass holder, whether ownership is legitimate or not, agrees to assume all risks and consequences arising from the acquisition, possession or use of the season pass.

Pass holders agree there are inherent risks and dangers to practicing a Slide sport, of which they are aware. Pass holders accept all risks of Personal injury and assume full responsibility for material damages resulting from the said risks and dangers. Among others, the following are included among the risks and dangers inherent to practicing a slide sport:

- Opening date and length of a ski and mountain bike season;
- Changing climatic conditions or poor snow conditions;
- Changes in steepness of the slope;
- Presence of natural obstacles/features and on-mountain conditions. All natural on-mountain conditions including ditches, crevices and streams, rocks, earth, areas with no snow coverage, trees, tree regrowth, natural bushes and stumps, and any other natural obstacle;
- Presence of ice/icy patches;
- Changes to surface conditions;
- Collisions with skiers or other persons;
- Presence of towers, pylons, posts, poles and any other structure used by ski area operations, including collisions with any of these elements;
- Use of ski lifts;
- Presence on-trail of mobile grooming equipment, emergency vehicles and snowmaking equipment.

10. Pass holders agree to pay a minimum fee of \$250 for personal rescues conducted in off-trail sectors or on closed trails.

11. For family passes, the head of household agrees to:

- Inform every family member of the terms of use regarding season passes;
- Only pass holders 18 years+ may commit to this contract. Anyone under the age of 18 requires the signature of a parent or legal guardian.

By becoming pass holder at Le Massif ski area, the member agrees and shall comply with all of the above terms of use. I declare that I have read, understood and agreed to this contract at time of purchase.

## **REFUND POLICY (other than a judgment by decree)**

The sale of a season pass is final, non-transferable and non-refundable

However, and in certain very specific situations, a total or partial refund may be granted in the form of a Massif Gift Card if all the conditions are met:

1. Illness or injury preventing the practice of sliding sports or mountain biking
  - 1.1. A medical certificate confirming such incapacity must be provided and contain the nature of the injury or illness, the date of commencement of the incapacity and the expected duration of the convalescence.
2. A professional transfer forcing the subscriber to move more than 200 km from the Massif resort
  - 2.1. A letter from the employer confirming the transfer and the date of entry into force of it must be provided

An administration fee of \$ 25 will apply before any reimbursement. In addition, a financial adjustment will apply if there is a change in the status of the family or couple membership

### **Before the opening of the summer resort:**

1. If the cancellation is made before June 18, the subscriber will be charged the number of days of use at the current daily rate for the gondola ride that will be made between April 11 and June 17, 2022 inclusive, regardless of the reason.
2. Reimbursement in the form of a Le Massif Gift Card.

### **During the summer season:**

1. 50% of the purchase price of the equivalent portion of the mountain bike pass will be reimbursed if the subscriber is unable to use his or her pass from the 1st to the 30th day of operation of the station
2. 25% of the purchase price of the equivalent portion of the mountain bike pass will be reimbursed if the subscriber is unable to use the pass from the 31st to the 60th day of operation of the station
3. No refund of the purchase price of the equivalent portion of the mountain bike pass will be made if the subscriber cannot use the pass after the 61st day of operation of the station
4. 100% of the equivalent portion of the ski pass will be refunded if the cancellation occurs before the beginning of the winter season.
5. All fees are subject to applicable taxes.
6. No cash refunds

### **Before the ski resort opens:**

1. We allow all new subscribers to ski for free this spring (2022) with the purchase of all 2022-2023 subscriptions. Please note that we will charge the number of days of use at the current daily rate to anyone who wants to cancel their membership before the beginning of the 2022-2023 season, for any reason.
2. Refund in the form of a Le Massif Gift Card

### **As soon as the ski resort opens:**

1. 50% of the purchase costs will be reimbursed if the subscriber cannot take advantage of his subscription from the 1st and until the 30th day of operation of the station

2. 25% of the purchase costs will be refunded if the subscriber cannot take advantage of his subscription from the 31st and until the 60th day of operation of the station
3. No reimbursement of the purchase costs will be made if the subscriber cannot take advantage of his subscription after the 61st day of operation of the station
4. All fees are subject to applicable taxes.
5. No cash refund / no exceptions

**To make your request:**

Notify guest services within 15 consecutive days of non-participation from one of the following options:

- By email at [administration@lemassif.com](mailto:administration@lemassif.com)
- By fax at 418-632-5205
- In person at the guest services
- By mail: Le Massif s.e.c. (Cancellation request) 1350, rue Principale, Petite Rivière Saint-François, Quebec, G0A 2L0. \* All cancellations are at the discretion and approval of Le Massif s.e.c. within 30 days of receipt of the request and the latter reserves the right to modify this policy at any time during the season.

**MOUNTAIN BIKING**

The terms and the conditions hereafter include clauses pertaining to the acceptance and recognition of risk as well as an exclusion of liability clause. Please read this carefully before signing.

**Definition**

In this form, mountain biking includes the practice of mountain biking in the access trails, uphill and downhill trails that are designated as such, are open, marked but not patrolled as well as the use of the ski lifts designated as such by the station and related activities organized by the Massif de Charlevoix Resort, LP.

**Risk recognition and acceptance**

I understand that mountain biking involves a number of risks, dangers and obstacles. The land used for mountain biking poses numerous risks, dangers and obstacles that are unmarked, visible or not. These may include cliffs; trees; tree stumps; fallen dead trees; streams; rocks; landslides; boulders; holes/depressions; bridges and other structures built on the trails; changing and difficult land conditions; presence of wild animals; impact and collision with other people; risk of getting lost or straying off course as well as negligence of others. Communication in the alpine terrain may be difficult and in the event of an accident or illness, rescue, first aid treatment and evacuation may not be available and/or may be delayed. Weather conditions can be extreme and can change rapidly and without notice.

I hereby agree to read and abide by the ethical rules and code of conduct of the mountain that are displayed at the ticket office and near the ski lifts. I also agree to obey the existing signage and all

other rules of conduct and sanctions that are imposed by the Massif de Charlevoix Resort, LP. I also acknowledge the fact that the Massif de Charlevoix Resort, LP requires that I wear an approved safety helmet while mountain biking.

I certify that I am 18 years and older or that I have obtained the signature of one of my parents/guardians in the blank space provided in the present document.

### **Safety advisory**

Only go on the open and designated areas. Please respect the signage, the fauna and the environment. At all times, please respect the ethical rules and the code of conduct of the mountain that are displayed at the ticket office, near the ski lifts and on our website;

Never go down an uphill trail. Plan your downhill course. Only descend by one of the open trails or designated areas.

Please exit the trails before the resort's closing hours.

Please make sure to be in good physical shape and to have the appropriate attire, protection and equipment and make sure that they are in good condition.

Conditions, weather and level of difficulty of the land may vary. Please ask our staff for more information or consider taking a professional guide with you.

A fully charged cellphone and a GPS on your cellphone are an asset in case of an emergency.

**IN CASE OF EMERGENCY: PLEASE DIAL (418) 632-5876 extension 4911**

**OUTSIDE BUSINESS HOURS: DIAL 911**

Unexpected evacuation, rescue and first aid treatment

I acknowledge and agree that all expenses associated to evacuations, rescue or unexpected emergency care will be my responsibility and will not be covered by the Massif de Charlevoix Resort, LP. the Massif de Charlevoix Resort, LP reserves the right to charge a fee (minimum of \$250) for all requested assistance, rescue or evacuation outside of our business hours and outside of the trails that are marked and open.

### **Registration**

To access the mountain bike trails, you must first register and sign the present risk recognition and acceptance form as well as pay your day or season pass.

Registering and paying your pass allows us to increase your safety and to facilitate your search and rescue in the event of an emergency on the mountain trails.

**Release of liability**

I confirm that I have read and understood this agreement before signing and that I am aware that by signing this agreement, I exonerate the Massif de Charlevoix Resort, LP, its agents, representatives and employees of any responsibility in regards to damages for any kind of injury to persons and damage to equipment that may occur and I assume full responsibility in case of damages or injury.

**Relevant Laws**

Any decision of a competent court according to which a provision of this form is void or unenforceable may not affect the validity of the other provisions. This agreement between the parties is governed by the laws of the province of Quebec which are applicable in this province and the parties hereto elect domicile in the City and judicial district of Quebec.