

## **GENERAL CONDITIONS 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 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 board sports
  - 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 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.

## Alpine Hiking - Acceptance of Risk

The following terms and conditions include an acknowledgement of risk and acceptance of responsibility as well as a disclaimer, please read carefully before signing.

### Recognition and acceptance of risks

I understand that participation in alpine touring involves many risks, hazards and obstacles. The terrain used for alpine touring is not controlled by the patrol and has many unmarked hazards, dangers and obstacles, both visible and invisible.

These include, but are not limited to, cliffs; trees; tree stumps; fallen dead trees; streams; rock slides; holes and depressions on or under the snow; variable and difficult snow conditions; encounters with wild and domestic animals; impact or collision with other people; risk of getting lost or lost from the group or guide; and the negligence of others. Communication in alpine terrain can be difficult, and in the event of an accident or medical problem, rescue, medical treatment and evacuation may not be available and/or delayed. Weather conditions may be extreme and change rapidly and without warning.

I agree to read and respect the Mountain Code of Conduct posted at the ticket booths and near the landing of each lift. I also agree to respect the signs in effect and all other\* conduct and sanctions imposed by Le Massif s.e.c. I am also aware that Le Massif s.e.c. recommends the use of a helmet when practicing a sliding sport.

I am 18 years of age or older or I have obtained the signature of one of my parents/guardians in the space provided in this document.

I am aware of the risks, hazards and obstacles associated with mountaineering and accept all such risks, hazards and obstacles and the possibility of personal injury, death. Damage to my property or any loss resulting therefrom. I freely accept full and complete responsibility for the same. To the exoneration of Le Massif s.e.c. its agents, representatives, mandataries or employees, furthermore, I recognize that forest and mountain excursions require a good physical condition and I declare that I am able to perform these activities.

### Safety Notices

- Travel only in the areas designated on the map. Respect signs, wildlife and the environment. Respect the Mountain Code of Conduct at all times.
- Never go downhill on an ascending trail. Plan your descent. Only descend on one of our open trails or designated off-trail areas.
- Exit the trails at the respective resort closing times.

- Make sure you are in good physical condition and have appropriate clothing, food and equipment. Knowledge of first aid and related equipment is an asset.
- Conditions, weather and terrain difficulty may vary. Ask our staff for information or have a guide accompany you if necessary.
- Do not venture out on your own. Minors must be accompanied by an adult.
- Bring a charged cell phone. A GPS cell phone application is an asset in case of emergency.
- In case of emergency, call (418) 632-5876 ext. 4911 or after hours, call 911. Évacuations, secours et premiers soins non prévus

I acknowledge and accept that all expenses associated with evacuation, rescue or unscheduled emergency first aid are my responsibility and will not be covered by Le Massif s.e.c. Le Massif s.e.c. reserves the right to charge a fee (minimum of \$250) for any request for assistance, rescue or evacuation outside of its hours of operation, on its marked and open trails or off-trail areas.

### **Registration**

- To access the hiking areas, it is mandatory to register and pay the access fee at one of the guest service points at the Summit Lodge or Base Lodge.
- To obtain your daily access, please fill out the waiver requiring your contact information as well as that of a person to be contacted in case of emergency.
- Acquiring your access rights allows us to increase your safety and ensure your search or rescue in case of an emergency on the trails, in the off-piste sectors or on the mountain's trails.

### **Release of responsibilities**

I confirm that I have read and understood this agreement before signing it and that I am aware that by signing this agreement, I release Le Massif s.e.c., its agents, representatives, mandataries and employees from any liability for material or bodily damages caused to me or to third parties. I assume full and complete responsibility for damages and injuries.

### **Applicable laws**

This Agreement by its rights, roles, and duties between the parties is governed by the laws of the Province of Quebec which are applicable in that province, without regard to other jurisdictions. All disputes involving the parties to this agreement shall be brought solely within the jurisdiction of the courts of the Province of Quebec.

I, the undersigned, declare and acknowledge that I have read and understand the terms and conditions of this Acknowledgement of Risk and Acceptance of Liability form and accept

them voluntarily and freely. I am aware that by signing this form, I waive certain rights and remedies that I or my heirs, successors in interest, administrators and representatives may otherwise have against Le Massif s.e.c, its agents, representatives, mandataries or employees.