

# GENERAL CONDITIONS SEASON PASS TERMS OF USE AND REFUND 2023-2024

- 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 \$15 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 practicing 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.
- 10. 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.
- 11. Pass holders agree to pay a minimum fee of \$250 for personal rescues conducted in off-trail sectors or on closed trails.
- 12. 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.
- 13. 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 Le Massif resort
  - 2.1. A letter from the employer confirming the transfer and its effective date 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 (2023) with the purchase of all 2023- 2024 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 2023-2024 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 1<sup>st</sup> and until the 30<sup>th</sup> day of operation of the ski area.
- 2. 25% of the purchase costs will be refunded if the subscriber cannot take advantage of his subscription from the 31<sup>st</sup> and until the 60<sup>th</sup> day of operation of the ski area.
- 3. No reimbursement of the purchase costs will be made if the subscriber cannot take advantage of his subscription after the 61<sup>st</sup> day of operation of the ski area.
- 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 <a href="mailto:info@lemassif.com">info@lemassif.com</a>
- 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, Québec, GOA 2LO.

<sup>\*</sup> 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.