PLEASE COMPLETE THIS INFORMATION FOR YOUR SEASON PASS OR BIG & FRIENDLY PASS.

Birth Date: _____

M/F	Height	Eyes	Hair

In consideration of all the foregoing and intending to be legally bound thereby, I hereunto set my hand and seal.

_____ **Witness to Applicant's Signature**

_____ **Applicant's Signature**

_____ **Date (of Applicant's Signature)**

_____ **Signature of Parent or Guardian (If under 18)**

----------FOR OFFICE USE----------

_____ **Date (Elk Mt. Authorization)**

_____ **Elk Mt. Officer or General Manager**

_____ **Season Pass Issued**

_____ **Big & Friendly Pass Issued**

PAYMENT FOR THE APPROPRIATE AMOUNT MUST ACCOMPANY THIS APPLICATION. ACCEPTABLE FORMS OF PAYMENT ARE CASH, CHECK OR CREDIT CARD. IF PAYING BY CHECK, ONE CHECK IS SUITABLE FOR ALL FAMILY MEMBERS. YOU WILL NEED TO VISIT OUR MAIN OFFICE TO HAVE YOUR PHOTO TAKEN BEFORE WE CAN ISSUE YOUR PASS.

REVISED
SEPTEMBER 2026
WITH UPDATES

ELK MOUNTAIN SEASON PASS AGREEMENT

ELK MOUNTAIN SKI RESORT, INC.
344 Elk Mountain Road, Union Dale, PA 18470

AGREEMENT NOT TO SUE AND APPLICATION FOR PRIVLEGE OF PURCHASING A:
(PLEASE CHECK ONE)

☐ SEASON PASS ☐ BIG AND FRIENDLY PASS
☐ WEEKEND ☐ WEEKDAY

PROOF OF AGE REQUIRED. EXAMPLE: DRIVERS LICENSE, BIRTH CERTIFICATE, ETC.

THE FOLLOWING MUST **ALL** BE FULLY AND LEGIBLY COMPLETED!

_____ **Print Full Name**

_____ **Signature**

_____ **Primary Address – Street & Number**

_____ **Local Address – Street & Number**
Owned ____ ***Rented*** ____

_____ **City, State, Zip Code**

_____ **City, State, Zip Code**

_____ **Primary Telephone Number**

_____ **Local Telephone Number**

_____ **EMAIL (For ski season updates)**

YOU MUST READ AND INITIAL ALL OF THE FOLLOWING TERMS OF THIS AGREEMENT

Elk Mountain will continue to offer a quality product on the hill and in our lodge. This means that you, too, will have to be patient and help us comply with all national, state and local rules. Additionally, you may be asked to comply with our rules. Failure to do so may result in us refusing to serve you and/or we will ask you to leave.

When the mountain is closed, during the winter months, NO TRESPASSING on the slopes. This means no hiking, skiing or biking. Violators will be prosecuted and will be banned from the mountain. You can boot up and dine in your vehicle. However, no fires of any kind are allowed. If you have any open flames, you will be asked to extinguish them immediately and/or leave without refund.

Chairs and coolers will not be permitted in front or behind cars. Keep tight to your vehicles. Again, if not followed you will be asked to leave. We need all lanes kept open.

No vehicles will be permitted with snowplows. PLEASE, help us keep the ski area as safe as possible.

A. IN CONSIDERATION OF BEING ALLOWED TO USE THE FACILITIES OF ELK MOUNTAIN SKI RESORT, INC. AT UNION DALE, PA. PURSUANT TO THE USE OF A SEASON PASS OR BIG & FRIENDLY PASS, I AGREE THAT I WILL NOT SUE ELK MOUNTAIN SKI RESORT, INC., IT'S OWNERS, OFFICERS, DIRECTORS, AGENTS, SERVANTS, AND EMPLOYEES (HEREINAFTER REFERRED TO COLLECTIVELY AS "ELK MOUNTAIN") AND WILL RELEASE ELK MOUNTAIN FROM ANY AND ALL LIABILITY IF I OR ANY MEMBER OF MY FAMILY IS INJURED WHILE USING ANY OF THE ELK MOUNTAIN FACILITIES OR WHILE PRESENT ON ELK MOUNTAIN'S PROPERTY, EVEN IF I CONTEND THAT SUCH INJURIES ARE THE RESULT OF NEGLIGENCE, RECKLESSNESS, OR ANY OTHER IMPROPER CONDUCT ON THE PART OF ELK MOUNTAIN. I FURTHER AGREE THAT I WILL INDEMNIFY AND HOLD HARMLESS ELK MOUNTAIN FROM ANY LOSS, LIABILITY, DAMAGE OR COSTS OF ANY KIND THAT MAY OCCUR AS THE RESULT OF ANY INJURY TO MYSELF OR TO ANY PERSON FOR WHOM I AM SIGNING THIS AGREEMENT, EVEN IF IT IS CONTENDED THAT ANY SUCH INJURY WAS CAUSED BY THE NEGLIGENCE, RECKLESSNESS OR OTHER IMPROPER CONDUCT ON THE PART OF ELK MOUNTAIN. _____ INITIAL

Furthermore, I agree to the following terms:

1.) I understand that there are inherent and other risks in the sport of skiing, snowboarding, and other snow sliding activities, including the use of ski lifts and tows, (hereinafter referred to as "skiing"). These risks include, but are not limited to variations in the snow, steepness and terrain, ice and icy conditions, moguls, rocks, trees and other forms of forest growth or debris (above or below the surface), bare spots, lift towers, utility lines and poles, snowmaking equipment including pipes, hydrants, snow guns, hoses and other component parts, fences and the absence of fences and other forms of natural or man-made obstacles on and/or off designated trails, as well as collisions with equipment, obstacles or other skiers; trail conditions vary constantly because of weather changes and skier use. I understand that all of the inherent risks of skiing present the risk of injury, that skiing is a dangerous risk sport, and that all injuries can be serious and fatal. I HEREBY ACKNOWLEDGE, ACCEPT AND ASSUME THESE RISKS AND ALL OTHER RISKS THAT CAN AND DO EXIST IN THE SPORT OF SKIING. _____ INITIAL

2.) I agree that Elk Mountain makes no representation that all of its trails or lifts will be open on all days or nights on which the ski area is open, nor does it make any representation of any minimum number of trails or lifts which will be open, nor of the condition of the trails which are open. _____ INITIAL

3.) I agree that I will not participate in the sport of skiing or snowboarding while under the influence of drugs and/or alcohol. _____ INITIAL

4.) I agree that I grant Elk Mountain permission to utilize any photograph, videotape, motion picture, recording or other record of my use of its facilities for any legitimate purpose. _____ INITIAL

5.) I agree that I will abide and obey all notices as may be posted from time to time by management of Elk Mountain, which may pertain to my responsibilities as a skier. _____ INITIAL

6.) I agree that I will not ski out of control, out of bounds, too fast for conditions, recklessly engage in jumping, aerials, or any other dangerous activity, that may harm myself or other skiers. _____ INITIAL

7.) I agree that I will ski only on authorized trails and slopes when marked as "open" and not ski off trails, in the woods, or on unlit trails at night. _____ INITIAL

8.) I agree that I will not operate any motor vehicle including but not limited to snowmobiles, motorcycles, motor bikes, or A.T.V.'s on any Elk Mountain property, AT ANY TIME OF THE YEAR, except standard licensed motor vehicles operated on specified designated roadways and parking areas (open to public) of Elk Mountain. _____ INITIAL

9.) I agree that I will abide by the rules and regulations for the use of a season pass/big & friendly pass as established by Elk Mountain, from time to time and specifically, I AGREE NOT TO ALLOW THE USE OF MY SKIING PASS PRIVILEGES BY ANY OTHER PERSON AT ANY OTHER TIME. _____ INITIAL

10.) I agree that I will not TRANSFER or ATTEMPT to transfer my season pass or big & friendly pass skiing privilege to anyone else by allowing them to wear my pass at any time. _____ INITIAL

11) I AGREE THAT I WILL NOT ENGAGE IN ANY ACTIVITY OR CONDUCT, INCLUDING VERBAL, WHILE ON ELK MOUNTAIN PROPERTY WHICH IN THE SOLE OPINION OF ELK MOUNTAIN SKI RESORT, INC. MANAGEMENT, IS NOT IN THE BEST INTEREST OF ELK MOUNTAIN SKI RESORT, INC., ITS MANAGEMENT, DIRECTORS, EMPLOYEES OR PATRONS. I SPECIFICALLY AGREE AND UNDERSTAND THAT IF, WITHOUT WRITTEN PERMISSION OF ELK MOUNTAIN, I ADVERTISE OR OTHERWISE PROMOTE A BUSINESS WHICH IS IN DIRECT COMPETITION WITH ELK MOUNTAIN AND WHICH IS LOCATED WITHIN 15 MILES OF ELK MOUNTAIN, WHILE ON ELK MOUNTAIN PROPERTY OR WHILE I AM REPRESENTING, OR APPEARING TO BE REPRESENTING, ELK MOUNTAIN OR AN ASSOCIATED ENTITY AT ANOTHER SKI AREA OR SKI VENUE, THAT SUCH CONDUCT IS NOT IN THE BEST INTERESTS OF ELK MOUNTAIN. BY WAY OF ILLUSTRATION, BUT NOT LIMITATION, SUCH ACTIVITY WOULD INCLUDE THE USE OF COMPANY, BUSINESS OR PRODUCT LOGOS ON MY CLOTHING OR EQUIPMENT AND THE DISTRIBUTION OF BROCHURES, FLYERS OR OTHER PRINTED MATERIAL. _____ INITIAL

12.) I AGREE THAT I WILL NOT TRESPASS ON ANY AREA OF ELK MOUNTAIN SKI RESORT, INC. AT ANY TIME OF THE YEAR NOT SPECIFICALLY DESIGNATED AS A PUBLIC AREA, INCLUDING BUT NOT LIMITED TO ENTERING OR EXITING ELK MOUNTAIN PROPERTY OTHER THAN THROUGH ITS MAIN ENTRANCEWAY FROM RT 374, UNLESS OTHERWISE PERMITTED BY ELK MOUNTAIN SKI RESORT, INC. IN WRITING. I FURTHER AGREE THAT I WILL NOT TRESPASS ON ANY AREA OF ELK MOUNTAIN SKI RESORT INC.'S PROPERTY SPECIFICALLY ORDERED NOT TO DO SO. Please note that a gate and fenced area were added to the lower parking lot and that it may be closed during certain days. _____ INITIAL

B. I FURTHER ACKNOWLEDGE AND AGREE THAT MY FAILURE TO OBEY ANY OF THE ABOVE CONDITIONS, OR ANY MISSTATEMENT OF FACT ON THIS APPLICATION, IS CAUSE FOR REVOCATION OF MY SKIING PRIVILEGES WITHOUT REFUND FOR THE BALANCE OF THE SKIING SEASON, AND CAUSE FOR REFUSAL OF THE SALE OF SKIING PRIVILEGES TO ME BY ELK MOUNTAIN SKI RESORT, INC. IN FUTURE YEARS. _____ INITIAL

C. Passes with RFID technology **must** be worn on your left side at upper arm height. The RFID chip in the pass tells the lift systems who you are and opens the gates that allow entry to chairlifts. It also tracks your movements on the mountain. You will be charged a fee each time you forget your pass or pay a replacement fee if lost. _____ INITIAL

D. I agree that if I make any claim against Elk Mountain or if I bring any lawsuit against it, I will do so only in the court of common pleas of Susquehanna County, Pennsylvania, or in the United States District Court for the Middle District of Pennsylvania. _____ INITIAL

E. I further acknowledge and agree that this application is for the 2026-2027 ski season only and provides no proprietary rights or privileges by virtue of the purchase of this season pass or big & friendly pass for the purchase of a season pass or big & friendly pass in future years. _____ INITIAL

F. Submission of this application does not assure acceptance. The applicant knowingly agrees that this application's acceptance is at the sole discretion of Elk Mountain Ski Resort, Inc. and is accepted only if an officer of Elk Mountain Ski Resort, Inc. countersigns it. _____ INITIAL

Please be sure to complete the next page before returning!