

TAOS CARD AGREEMENT AND CREDIT CARD AUTHORIZATION

TAOS CARD NAME (the "Holder") _____ D.O.B. _____

CREDIT CARD HOLDER _____
(My Name as it appears on Credit Card)

BILLING ADDRESS _____

CITY, STATE, ZIP _____ EMAIL _____

PHONE #(Home) _____ PHONE #(Day) _____

CREDIT CARD NUMBER: _____ EXPIRATION DATE: _____
("my Credit Card")

ACTIVATION FEE: _____ SIGNATURE: _____
(Must be same signature as on my Credit Card)

By executing this Taos Card Agreement and Credit Card Authorization I agree that:

1. Taos Ski Valley, Inc. ("TSV") is hereby authorized to charge my Credit Card each time the Taos Card is used to purchase lift privileges at TSV. The Taos Card will be scanned for its unique bar code number to show Holder has purchased lift privileges on a specific day; it may be scanned each time Holder passes through a lift line, but I will be charged the published Taos Card full day rate only once for each day. I will be personally liable for all charges to my Credit Card from use of the Taos Card, both with or without my permission, prior to actual receipt by TSV of written notice that it has been lost or stolen, and for Taos Card charges that are not accepted on my Credit Card for any reason. I will notify TSV immediately and in writing if my Credit Card expires or does not accept charges for any reason.
2. Every Taos Card is non-transferable: Holder is the only person permitted to use it and is responsible for its possession, safety and use. The Taos Card is not a credit card or a charge card.
3. Holder will notify TSV immediately and in writing if the Taos Card is lost or stolen. TSV will deactivate the Taos Card only after actual receipt of written notice that it has been lost or stolen, and Holder will not be able to use it thereafter. Holder may obtain a Replacement Taos Card for a processing fee of \$10.00 per Taos Card.
4. This Taos Card Agreement and Credit Card Authorization is for the purchase of lift privileges only; I have the right to terminate it at any time by giving TSV written notice of termination and returning the Taos Card. TSV will deactivate the Taos Card only upon actual receipt of my written termination request and surrender of the Taos Card.
5. TSV may revoke the Taos Card if Holder and/or the undersigned do not comply with any provision of this Taos Card Agreement and Credit Card Authorization and/or the separate TSV Passholder Contract. TSV may terminate this program or issue a different Taos Card at any time. I will return the Taos Card covered by this agreement authorization upon TSV's request.
6. If I have any questions concerning charges to my Credit Card from the use of the Taos Card, I will notify TSV. I retain all rights under my Credit Card provider agreement for billing errors and inquiries.
7. All notices, requests and inquiries to TSV shall be addressed/made to:
Taos Ski Valley, Inc. Attn: Taos Card
P.O. Box 90
Taos Ski Valley, NM 87525
(575) 776-2291 ext. 1260
8. This agreement shall be interpreted, governed and enforced according to the laws of the State of New Mexico.
The undersigned has read, understands and agrees to the foregoing.

Credit Card signature _____ Date: _____
(Must be same signature as on my Credit Card)

**FULL AND COMPLETE RELEASE OF LIABILITY AND INDEMNITY AGREEMENT
BETWEEN TAOS SKI VALLEY, INC. AND ITS PASSHOLDERS – ADULT
(SOMETIMES REFERRED TO “TSV RELEASE”)**

In exchange for and in consideration of Taos Ski Valley, Inc., herein “TSV”, issuing a nontransferable pass to me and making the ski area available to me for participation in skiing and recognizing that I may decline its pass and services and choose not to ski or to ski elsewhere, **I HEREBY FREELY, FULLY AND WITHOUT RESERVATION CONTRACT AND AGREE TO ABIDE BY AND COMPLY WITH THE FOLLOWING TERMS AND CONDITIONS UPON THE PURCHASE AND SALE OF MY PASS:**

I UNDERSTAND, ACKNOWLEDGE AND AGREE that skiing and related activities are **EXTREMELY HAZARDOUS** activities because of many reasons, including: (i) natural and manmade obstacles, (ii) stumps, forest growth and debris and rocks, (iii) lift towers and other hazards and (iv) other skiers on the mountain. Falls and collisions with obstacles and other skiers do occur. Trail conditions, including bare spots, bumps, moguls, vary constantly because of snow, ice and terrain, weather changes and skier use.

I have made a **VOLUNTARY CHOICE** to ski and participate in related activities **DESPITE THE EXTREME RISKS** that they present, and I agree to **ASSUME ANY AND ALL RISKS OF INJURY OR DEATH** which might be associated with or result from my participation in skiing and related activities at TSV. **I UNDERSTAND** and **AGREE** that I am responsible for obtaining life, accident and health **INSURANCE BEFORE** I participate in the sport of skiing.

I ACKNOWLEDGE, UNDERSTAND AND AGREE TO COMPLY WITH AND BE BOUND BY all federal, state, county, municipal and other applicable statutes, laws, ordinances, rules and regulations, including sections 9, 10, 12 and 13 of the New Mexico Ski Safety Act, 36 Code of Federal Regulations § 261, the Skier Responsibility Ordinances of Taos County and the Village of Taos Ski Valley, the “Your Skier Responsibility Code” published on the Taos Trail Map & Skier’s Guide and the TSV Passholder Rules (referred to as “TSV Rules”).

I RELEASE FROM LIABILITY AND PROMISE NOT TO SUE TSV AND AGREE TO INDEMNIFY AND HOLD IT HARMLESS from any claim or legal action against it or its representatives, agents, officers, directors and employees **and** for any damages, **attorney’s fees and costs that may be awarded because of** injury or death to me or to any person or property, whether caused by the **NEGLIGENCE** of TSV or for any other reason.

I AGREE TO INDEMNIFY AND DEFEND TSV AND HOLD IT HARMLESS from any claim or legal action against it or its representatives, agents, officers, directors and employees, and for any damages, attorney’s fees and costs that may be awarded because of injury or death to persons or property, made on my behalf or made by **THIRD PARTIES** injured by me.

I CONTRACTUALLY AGREE that any and all disputes between me and TSV arising from participation in the sport of skiing, and including any claims for personal injury and/or death, will be **GOVERNED BY THE LAWS OF THE STATE OF NEW MEXICO** and the **EXCLUSIVE JURISDICTION** thereof will be in the state or federal courts of the **STATE OF NEW MEXICO**.

I HAVE READ AND I UNDERSTAND the terms of the above Full and Complete Release of Liability and Indemnity Agreement and I am signing it freely and of my own accord, realizing **IT IS BINDING** upon me, my heirs, assigns. **I AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT BY SIGNING BELOW I AM WAIVING MY LEGAL RIGHTS. I AM AWARE THAT BY SIGNING THIS CONTRACT I AM RELEASING MY LEGAL RIGHTS. THIS IS A LIABILITY RELEASE READ CAREFULLY BEFORE SIGNING.**

PRINT NAME _____

SIGNATURE _____ **DATE** _____

R030609

2009-2010 SEASON TSV PASSHOLDER RULES
Millennium/Teen/Child/College/Full Pass/Taos Card – Adult
(sometimes referred to as “TSV Rules”)

1. I acknowledge, understand and agree that the “2009-2010 season” means the ski season officially published and/or revised by TSV, including opening, operating or closing dates and any extensions, if any, that TSV does not guarantee opening, operating or closing dates and that all of the provisions of these Rules are valid, effective and enforceable throughout the 2009-2010 season.
2. I acknowledge, understand and agree that: (i) the sport of skiing (hereinafter simply “skiing”) is an **EXTREMELY HAZARDOUS ACTIVITY** which may result in injury or death, (ii) these Rules are part of the **Full and Complete Release and Indemnity Agreement** I have signed, and are intended to reduce some of those hazards for the safety and enjoyment of all persons issued, purchasing, accepting or using a daily, special, season or other ticket or pass (collectively a “pass”), (iii) it is my individual responsibility to comply with these Rules, and (iv) TSV will make reasonable efforts to enforce these Rules, but it makes no representation that it will be able to apprehend or cite or have cited every person who violates them.
3. I acknowledge, understand and agree to comply with and be bound by all federal, state, county, municipal and other applicable statutes, laws, ordinances, rules and regulations, including sections 9, 10, 12 and 13 of the New Mexico Ski Safety Act, 36 Code of Federal Regulations § 261, the Skier Responsibility Ordinances of Taos County and the Village of Taos Ski Valley and the “Your Skier Responsibility Code” published on the Taos Trail Map & Skier’s Guide.
4. I agree to:
 - a. Ski carefully and safely at all times considering conditions and crowds, and I shall not (i) ski carelessly, recklessly or dangerously at any time, including but not limited to, fast skiing in “slow zones”, near ski school classes or on catwalks, (ii) collide with objects or other skiers, (iii) ski in a manner that endangers other skiers or myself, or (v) ski on any part of the ski area at any time before or after the ski season or before or after operating hours during the ski season;
 - b. Learn and know each day I ski and on a current basis what parts of the ski area are “closed areas” and not ski in such areas;
 - c. Be polite and courteous with other skiers and TSV staff, and shall not abuse anyone, either verbally or physically, including by the use of foul or abusive language or behavior, and I shall respect, and not abuse, misuse or damage, TSV property; I will not “crash” or “cut” lift lines;
 - d. Show my pass and have it scanned each day I use it to ski for any amount of time; keep it visible and show it to TSV staff upon request;
 - e. Be familiar with and observe all signs and directions of TSV staff when utilizing any TSV facilities, including lifts, trails and slopes and parking facilities;
 - f. Be responsible for the safety and use of my pass and notify the TSV Pass Office immediately of its loss or theft, and I shall not transfer, loan, sell or assign it or attempt, directly or indirectly, to do so for the temporary or permanent use of another person. If this pass is forfeited or confiscated because of misuse or its use by anyone other than the undersigned passholder, a replacement charge of \$50 shall be paid in full prior to replacement or reissue of any other TSV pass product.
5. Any violation of these Rules, including a single violation, without any prior warning or progressive discipline, may result in the immediate, absolute forfeiture of my pass, without recourse or refund, and loss of all other ski privileges for twelve months after such violation.
6. Every pass is subject to the provisions of these Rules, is and remains the property of TSV and shall be surrendered to TSV upon demand. In no event is TSV responsible for any loss which may result from the enforcement of these Rules.
7. **The price of this pass is NON-REFUNDABLE;** in the event of loss or theft, **a pass may be reissued at a cost of \$50.00.** A replacement daily ticket for a forgotten pass may be issued without charge only twice during the ski season. Thereafter, the cost of a replacement ticket will be the cost of a daily ticket on that date. Taos Ski Valley reserves the right, in its sole discretion, to require an updated photograph and to reissue the pass at any time.
8. **A Millennium Pass is valid to ski for a maximum of 70 days (a “day” means to ski for any amount of time on a day, all day or any part of a day) during the 2009-2010 season, but is not valid December 27, 2009 through January 1, 2010. A Millennium Pass expires at the end of 2009-2010 season or after the above stated maximum use, whichever occurs first.**
9. Child, Teen and College Passes may be used to ski on any open day; they expire **at the end of 2009-2010 season** but are not valid December 27, 2009-January 1, 2010.
10. The Full Pass may be used to ski on any open day; it expires **at the end of 2009-2010 season.**

Please keep this page for your records