

sundance

MOUNTAIN RESORT

SEASON PASS TERMS & CONDITIONS

1- Except as otherwise provided by the Sundance Season Pass Protection Program, **Season Passes are non-transferable, non-refundable, & not for resale (NO EXCEPTIONS)**. Your pass may NOT be used by ANYONE but yourself. Fraudulent use of a Season Pass or violation of this policy will result in the pass being confiscated and voided, and may subject the Season Pass holder and the authorized user to prosecution for theft of services. If used by anyone other than the rightful holder, the pass will be confiscated and voided.

2- If lost or stolen, you will be charged \$35 for a replacement Season Pass. A replacement pass can be issued 24 hours after you notify Sundance of the Season Pass being lost or stolen.

3- If you forget your pass, a day pass may be issued with a valid ID for \$10.

4- Skiing out of bounds or ducking any rope line will result in confiscation of season pass for the remainder of the winter and summer season AND will result in prosecution.

5- Swinging or jumping from the chair will result in confiscation of season pass for the remainder of the winter and summer season.

6- Sundance reserves the right to confiscate a season pass for any conduct which Sundance deems unsafe or inappropriate.

7- Retention devices are required on all skis & snowboards.

8 - Sundance Season Pass Protection Program. This program ensures that your investment in a Season Pass is protected in the event that there is a Resort Closure and Credit Trigger as set forth below. If there is a Resort Closure and Credit Trigger, Sundance will give you a pro-rated credit toward your purchase of a 2021-2022 Season Pass. The pro-rated schedule is as follows:

If COVID-19 Related Closures as set forth above Occur Before.....

December 4 th 2020	Full Credit Transfer
December 16 th	90% Credit Transfer
December 31 st	80% Credit Transfer
January 16 th	70% Credit Transfer
January 31 st	55% Credit Transfer
February 14 th	40% Credit Transfer
February 28 th	30% Credit Transfer
March 16 th	20% Credit Transfer
March 31 st	10% Credit Transfer
April 4 th	0% Credit Transfer

To Receive your credit transfer, please see details and follow instructions on www.sundanceresort.com or contact the ticket office at skitix@sundance-utah.com and they will provide you with information to obtain your credit transfer.

9. A “Resort Closure” is defined as the complete closure of the Sundance Mountain Resort solely due to or by reason of COVID-19, including, but not limited to, due to or by reason of any order and/or declaration from any government or regulatory body related to epidemics or pandemics, including, without limitation, Covid-19, directly affecting the state or county, as applicable, in which Resort is located. A “Credit Trigger” is defined as a Resort Closure that occurs for (a) 7 or more consecutive full days at any time during the Credit Window (as defined below) or (b) 30 or more full days total throughout the Credit Window. Cancellation, interruption or abbreviation of the Credit Window for reasons other than those described in this section do not constitute a Credit Trigger and will not result in a credit transfer. Each Credit Trigger requires the Resort to have no services available, including, but not limited to, any service or access to which the Season Pass entitles the holder of the product such as uphill access via chairlift or other mechanical conveyance (collectively “Resort Services”) for the entire duration of Resort’s normal daily operating hours, which is considered a full day. If any 1 Resort Service is available for all or part of a day (other than any food and beverage service), then the Resort is considered open. If Resort is closed on any day or part of a day due to reasons other than those described in this section, including, but not limited to, high winds, lack of snow, avalanche, road closure, or any weather-related issue, that closure does not qualify as a closure under any Credit Trigger. A Credit Trigger and Resort Closure applies only to days the Resort is normally scheduled for operations. For clarity, nothing in the Sundance Season Pass Protection Program terms is a commitment by Resort to keep any facilities, conveyances (including uphill access), services or amenities open for any particular period of time within any one day, and Resort reserves its right to close any of its services or amenities in its sole and absolute discretion at any time for any reason. For further clarity, a Resort Closure does not apply in the event the holder of a Season Pass is prohibited from traveling to Resort during the winter season by order and/or declaration of any government or regulatory body related to epidemics or pandemics directly affecting the state or county, as applicable, in which passholder is a resident. The “Credit Window” for Season Passes is defined as the time period between December 4, 2020 and April 4, 2021.

10- These Terms and Conditions and the relationship between us will be governed by the laws of the State of Utah in the same manner as such laws are applied to agreements made, entered into, and performed entirely in Utah. All lawsuits or claims arising out of or relating to these Terms and Conditions, Season Pass policies or Sundance Season Pass Protection Program must be brought in the Federal or State courts located in the State of Utah. We and you hereby irrevocably submit to the exclusive personal jurisdiction of such courts for such purpose and waive any objection to such courts on any basis, including without limitation improper venue or inconvenience of the forum.

11- All Season Pass holders must sign a liability waiver and agree to the above terms and policies before picking up their pass. If under the age of 18, persons are required to have a parent, adult responsible party or Legal Guardian (Responsible Party) read and countersign the agreement.