



2007-2008 Season Pass Application

Name _____
 Parent's Name if under 17)

Names on Passes (Immediate Family Only)*required
*First Initial *Last *Birth Date

Address _____

City _____

State _____

Zip _____

Email _____
 (Please include email address for our electronic newsletter)

Phone _____

SEASON PASS MEMBERSHIPS

Please check the type of membership you are purchasing.
 Enter the amount with 6.5% tax from the back side.

Type	Amount
_____ Individual Season Pass	\$ _____
_____ Family Pass (3 family members)	\$ _____
_____ Family Pass (4 family members)	\$ _____
_____ Family Pass (5 family members)	\$ _____
_____ Family Pass (6 family members)	\$ _____
_____ Family Pass (7 family members)	\$ _____
_____ Family Pass (8 family members)	\$ _____
_____ Family Pass (9 family members)	\$ _____
_____ Family Pass (10 family members)	\$ _____

Please assist us by sending your 1"x 1" picture(s) with your application. A waiver must accompany all season passes.

Pictures can also be taken on Thursday September 20, 2007 at The Lodge of Brainerd Lakes from 6:30 -7:30 PM and Sunday December 2, 2007 from 1:00-4:00 PM at Ski Gull's Open House.

NOTE: Passes will not be mailed but will be available at the Ski Gull ticket counter at the beginning of the season.

Season Pass must be shown to receive lift ticket. A processing fee of \$2.00 will be charged for persons not possessing their season pass. Re-issued passes may be subject to a \$10.00 replacement fee.

THANK YOU

Office Use Only:

Date of Purchase: _____

Payment Amount: _____

_____ Check # _____

_____ Visa _____ Master Card

_____ Credit Card Number _____ expiration date

_____ Signature of card holder (or a Ski Gull staff member if a phone order)

Pass Made: _____ / _____
 (Date/Initial)

Recorded: _____ / _____ / _____

SEASON RENTAL PACKAGES

Please check the package you are purchasing. MN sales tax is included in the seasonal rental rates.

_____ Junior Package (under 18)	\$125.00
_____ Adult Package	\$175.00
_____ Snowboard package (any age)	\$275.00

Thank you for becoming a member of Ski Gull – your community owned non-profit recreational facility!

P.O. Box 612 * Nisswa, MN 56468 * (218) 963-4353 * www.skigull.com * info@skigull.com

Unlimited Skiing and Boarding

Early Bird Deadline – Thursday September 20, 2007

	Price	Tax	Total w / Tax
Youth 6-18/65+/College	180.00	11.70	191.70
Adult 19+	205.00	13.33	218.33
Family of 2	340.00	22.10	362.10
Family of 3	390.00	25.35	415.35
Family of 4	415.00	26.98	441.98
Family of 5	440.00	29.90	469.90
Family of 6	490.00	31.85	521.85
Family of 7	515.00	33.48	548.48
Family of 8	540.00	35.10	575.10
Family of 9	565.00	36.73	601.73
Family of 10	590.00	38.35	628.35

Open House Deadline – Sunday December 2, 2007

	Price	Tax	Total w / Tax
Youth 6-18/65+/College	200.00	13.00	213.00
Adult 19+	220.00	14.30	234.30
Family of 2	370.00	24.05	394.50
Family of 3	420.00	27.30	447.30
Family of 4	445.00	28.93	473.93
Family of 5	470.00	30.55	500.55
Family of 6	495.00	32.18	527.18
Family of 7	520.00	33.80	553.80
Family of 8	545.00	35.43	580.43
Family of 9	570.00	37.05	607.05
Family of 10	595.00	38.68	633.68

After Sunday December 2, 2007

	Price	Tax	Total w / Tax
Youth 6-18/65+/College	225.00	14.63	239.63
Adult 19+	240.00	15.60	255.60
Family of 2	420.00	27.30	447.30
Family of 3	470.00	30.55	500.55
Family of 4	495.00	32.18	527.18
Family of 5	520.00	33.80	553.80
Family of 6	545.00	35.43	580.43
Family of 7	570.00	37.05	607.05
Family of 8	595.00	38.68	633.68
Family of 9	620.00	40.30	660.30
Family of 10	645.00	41.93	686.93

- Immediate family members only for the Family Season Passes
- Children 5 and under at the time of application are free with paid adult season pass.
- College students must be enrolled for a minimum of 12 credits, show photo ID & current fee statement before picking up their season pass card.
- Season Pass Sales are Final – No Refunds will be Given

Ski Gull, Inc. SEASON PASS ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

**PLEASE READ CAREFULLY BEFORE SIGNING.
THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.**

The adult or child for whom this season pass is purchased shall be referred to hereinafter as "HOLDER". "ADULT" means either the adult HOLDER signing this release on behalf of himself/herself **OR** it means the parent or legal guardian signing this release on behalf of himself/herself as well as on behalf of the child HOLDER. "CHILD" means the minor child named below. "THE UNDERSIGNED" means only the ADULT when the ADULT is the HOLDER **OR** it means both the ADULT and CHILD when the CHILD is the HOLDER. THE UNDERSIGNED agree and understand that skiing, snowboarding and using ski area facilities, including the lifts, for any purpose (hereinafter the "ACTIVITY") can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY OR DEATH.**

THE UNDERSIGNED further agree and understand that inherent risks associated with the ACTIVITY, include but is not limited to, changing weather conditions, existing or changing snow conditions, bare spots, rocks, stumps, trees, collisions with natural objects, man-made objects and or other skiers, variation in terrain, and the failure of skiers to ski within their own abilities. In addition to those previously listed, include, but are not limited to: marked and unmarked obstacles, slick or uneven walking surfaces, surfaces covered with ice and snow, rugged mountainous terrain. HOLDER assumes the responsibility of maintaining control at all times while engaging in the Activity. HOLDER is responsible for reading, understanding and complying with all signage, including instructions on use of lifts. HOLDER must have the physical dexterity and knowledge to safely load, ride and unload the lifts. HOLDER assumes the risks of riding the lifts and engaging in activities accessible from the lifts. THE UNDERSIGNED are advised that snowmobiles, snowmaking, and snow-grooming equipment may be encountered at any time. THE UNDERSIGNED recognize that falls and collisions occur and injuries are a common and ordinary occurrence of the ACTIVITY. **RECOGNIZING THESE RISKS, ADULT VOLUNTARILY CHOOSES TO ALLOW THE CHILD TO TAKE PART IN THE ACTIVITY OR CHOOSES TO TAKE PART IN THE ACTIVITY HIMSELF/HERSELF.**

In consideration of allowing HOLDER to use the ski area facilities, ADULT agrees to **ASSUME ALL RISKS** associated with the HOLDER's participation in the ACTIVITY. Additionally, ADULT agrees to **HOLD HARMLESS, RELEASE, DEFEND AND INDEMNIFY SKI GULL, INC.**, its affiliated organizations and companies, and their respective insurance carriers, agents, employees, representatives, assignees, officers, directors, and shareholders (each hereinafter a "RELEASED PARTY") from **ANY AND ALL LIABILITIES** and/or claims of ADULT arising from injury or death to persons or damage to property arising from HOLDER's engagement in the Activity, **including those injuries and damages caused by any Released Party's alleged or actual NEGLIGENCE or BREACH of any express or implied WARRANTY.** By execution of this release, ADULT **AGREES TO DEFEND AND INDEMNIFY** each RELEASED PARTY for any and all claims of the ADULT and/or a third party arising from HOLDER'S participation in the ACTIVITY.

The ski area operator shall have the right to confiscate or revoke the privileges conferred by the pass where in the sole judgment of its representative HOLDER: 1) acts in any manner that endangers or may endanger the safety of HOLDER or any other person; 2) violates the law; 3) provides ski lessons or related services for compensation without express authorization; or 4) engages in misconduct or creates a nuisance. Such acts may also be prosecuted as a criminal offense. The pass is **NOT TRANSFERABLE** and **CANNOT BE RESOLD.** The pass may be confiscated with no re-issue, if in the sole judgment of a representative of the ski area operator, it is used in a fraudulent manner. Re-issued passes may be subject to a \$20.00 replacement fee. THE UNDERSIGNED acknowledge their affirmative duty to immediately notify the ski area operator if HOLDER'S pass is lost or stolen.

In consideration of using the ski area facilities, ADULT agrees that **ANY AND ALL CLAIMS** for injury and/or death arising from HOLDER'S participation in the ACTIVITY shall be **GOVERNED BY MINNESOTA LAW** and **EXCLUSIVE JURISDICTION** of any claim shall be in the **DISTRICT COURT** residing where the alleged incident occurred or in the **FEDERAL COURT FOR THE STATE OF MINNESOTA.**

This release shall be binding to the fullest extent permitted by law. If any part of this release is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. The undersigned ADULT acknowledges that he/she is also signing this release on behalf of the CHILD, and that the CHILD shall be bound by all the terms of this release. This release shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of THE UNDERSIGNED.

By signing this agreement as an ADULT, you represent that you are at least 18 years of age, and, if signing as the parent or guardian of the CHILD, that you are the **legal** parent or guardian of the CHILD.

I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS, AND AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OTHERWISE MAY HAVE.

Printed Name of HOLDER

Signature of HOLDER

Date

Printed Name of ADULT if HOLDER under 18

Signature of ADULT if HOLDER under 18

Date