



WINDHAM
MOUNTAIN RESORT

Peak Express Card Application 2017 - 2018
\$30 off Midweek & \$16 off Weekend/Holiday Saturdays*

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Additional Phone: _____

Date of Birth: _____ Age: _____ Ski Club: _____

E-mail Address: _____

Peak Express Card: Adult (Age 18+) Youth (7 - 17) Senior (65+) *Picture to be taken at pickup*

Notice:

1. The cost of the card is \$40. Card must be purchased by Dec. 8, 2017 to receive the one free lift ticket (good anytime non-holiday); After Dec 8, Peak Express Card will no longer be available.
2. *Holiday Saturdays - Dec. 23, 30, 2017; Jan. 13; Feb. 17, 24, 2017.
3. Skiers and ski lift passengers are governed by the New York State SAFETY IN SKIING CODE, Article 18 of the New York General Obligations Law.
4. BEFORE AFFIXING YOUR PASS/TICKET or allowing any pass/ticket to be affixed to your person, your attention is directed to a posted "WARNING TO SKIERS" which has been displayed where your pass/ticket was purchased
5. The safety in Skiing Code requires you to seek out, read, and understand the "WARNING TO SKIERS" before you decide to participate in the sport of skiing. "WARNING TO SKIERS" Downhill skiing like many other sports, contains inherent risks including, but not limited to the risk of personal injury, including catastrophic injury, or death, or property damage, which may be caused by variations in terrain or weather conditions; or surface or subsurface snow, ice, bare spots or areas of thin cover, moguls, ruts, bumps; or other persons using the facilities; or rocks, forest growth debris, branches, trees, roots, stumps; or, other natural objects or manmade objects that are incidental to the provision or maintenance of a ski facility in New York State. New York law imposes a duty on you to become apprised of, and understand, the risks inherent in the sport of skiing, which are set forth above so that you may make an informed decision of whether to participate in skiing notwithstanding the risks. New York law imposes additional duties upon you, to which you must adhere, for the purpose of avoiding injury caused by any of the risks inherent in skiing. If you are not willing to assume all of these risks and abide by all of these duties, you must not participate in skiing at this area. Management is not responsible for lost passes/cards/tickets, and passes/cards/tickets maybe revoked without a refund, at any time, by the management for misconduct or nuisance caused by the holder. Passes/tickets must be attached securely and visibly. I agree that all disputes and/or lawsuits under this contract and/or from my use of the facilities at Windham Mountain shall be litigated exclusively in the Supreme Court of the state of New York, County of Greene or the United States District Court for the Northern District of New York.

RELEASE:

I have read and understand the NOTICE printed above. I have read, reviewed, and understand the "WARNING TO SKIERS" posted at this ski area. I signify that I am aware of and understand the risks inherent in the sport of skiing as set forth on the "WARNING TO SKIERS."

I agree that this acknowledgement shall be for the entire term of the pass/card or documents received. For the entire term, I relinquish my right to a refund of the purchase price of the pass or other documents purchased that is allowable under the Safety in Skiing Code for those persons unwilling to ski because of the risks of the sport or the duties imposed upon skiers by law.

* **SPECIAL NOTE:** All purchases are final and non-transferable. No refunds, credits substitutions of any kind will be issued if you fail to use or take possession of your Windham Peak Express Card for any reason. Personal checks and credit cards will be accepted for payment. All Direct to Lift Access Passes must be visible at all times.

* **RESORT CHARGE AGREEMENT ON REVERSE SIDE OF THIS FORM. You must register for Resort Charge to have Direct to Lift privileges.**

Signature: _____ Date: _____

Return to: Windham Mountain Resort, ATTN: Group Sales, P.O. Box 459, Windham, NY 12496
Email: sales@windhammountain.com
Fax: 518-734-3045

****Please See Reverse Side****

Resort Charge Agreement

In connection with the use of certain pass products (including but not limited to Peak Express Cards, Gravity Cards and Season Passes, collectively referred to as "Pass" or "Passes") in the 2016-17 season for Windham Mountain Resort, the undersigned Applicant also wishes to have charge privileges that permit Windham Mountain Resort to charge Applicant's credit card (the information for which is given as part of this Billing Agreement) for purchases at Windham Mountain Resort facilities using the holder's Pass. This charge privilege is also referred to a "Resort Charge." The Applicant hereby acknowledges and accepts full responsibility for, and guarantees payment of all amounts charged to the credit card account provided by the Applicant to Windham Mountain Resort for use with the Passes whether or not such use is authorized by Applicant. Each Pass holder solely responsible for his or her nontransferable Pass. In the event that Applicant has multiple Passes associated with the same credit card, and more then one Pass is used on the same day, Applicant may have separate and distinct transactions for each person posted to the credit card statement. Notwithstanding the foregoing, I (the applicant) will be liable for all charges incurred by any person who uses the Pass whether with or without permission unless Windham Mountain receive written notice the Pass is lost or stolen as provided below.

Termination: The Applicant shall be entitled to terminate this billing Agreement by delivering written notice of such to Windham Mountain, either personal or by certified mail addressed to Windham Mountain ATTN: Ticket Sales or E-mail to onestore@WindhamMountain.com. Such termination shall take effect upon actual receipt by Windham Mountain of the termination notice; provided, however, that such termination shall not, in any manner whatsoever, release the Applicant for liability and responsibility for any amounts charged to Windham Mountain prior to the effective date of such termination. Applicant agrees to return to Windham Mountain any Pass (excluding season passes) covered by this Agreement with the termination notice.

Current Credit Card: Credit card information shall be provided by the Applicant to Windham Mountain Resort for use as part of the "Resort Charge" program. Such information must be current and accurate in order to activate Windham Mountain Pass charge card(s). Windham Mountain shall deactivate all Resort Charge Passes registered to Applicant if the credit card expires. The Applicant shall be responsible for any charges billed to an expired card. If Applicant's credit card company declines any charge submitted by the Windham Mountain in connection with the use of the Applicant's registered Passes, Resort Charges privileges will be deactivated until the outstanding amount has been collected. Windham Mountain Resort reserves the right, in its sole discretion, to terminate this Agreement, Applicant's Passes, Resort Charge privileges pursuant to this or any other agreement with Windham Mountain Resort.

Change in Credit Card Status: The Applicant also agrees to notify Windham Mountain Resort of any changes to Applicant's credit card information Applicant has provided to Windham Mountain Resort, including any changes to the credit card number or expiration date, that the card has been lost or stolen, change of billing address, that the limits on the card have been exceeded or charging privileges have been otherwise revoked or cancelled. Any change in the credit card details may also require the Applicant to complete a new Credit Card authorization form.

Guarantee: The Applicant undersigned agrees, acknowledges and accepts full responsibility for, and guarantees payment of all amounts charged in connection with, or arising out of, the use of the Pass registered to Applicant, whether or not such use is authorized by Applicant or the registered holder of such Pass. Windham Mountain Resort is not issuing a credit card to Applicant and therefore this agreement is not governed by the Truth in Lending Act.

Default/Non Payment: The Applicant agrees that Windham Mountain Resort may pursue all avenues of collection to recover any and all charges and other unpaid amounts due and owing by Applicant to Windham Mountain Resort. In connection with any litigation/collection arising out of this Agreement, Windham Mountain Resort shall be entitled to recover all costs incurred, including attorney fees, which shall include any appellate and post judgment proceedings, Venue for any action arising from this Agreement, shall be in the Supreme Court of State of New York, County of Greene County or the US District Court for Northern District of New York. The statues and New York State decisional law shall govern any interpretation of this agreement without reference of any choice of law rules. Fraudulent use of the pass will result in prosecution under the New York State "Theft of Services" Act.

Credit Card Authorization: I hereby authorize Windham Mountain Resort to charge my credit card for purchases at Windham Mountain Resort. I acknowledge that the card I have submitted is a credit card and NOT a debit card.

Credit Card Type

Credit Card Number

Expiration Date

Signature: _____

Date: _____