

## **SEASON PASS TERMS OF USE**

1. Every season pass issued by the ski area remains the property of Centre de ski Mont-Béchervaise.
2. Every season pass holder must carry their pass on them at all times, and present it to any ski area representative when so requested.
3. A season pass cannot be loaned, sold or reproduced. Infractions will result in the immediate confiscation of the ticket and could lead to legal prosecution.
4. If lost, stolen or forgotten, please notify the ticket office immediately. Your season pass will be replaced. Additional fees may apply in case of repeated replacements.
5. The season pass holder pledges to respect the Mountain Code of Conduct in its entirety. This code has been published by the Association des Stations de Ski du Québec, the Centre de Ski du Mont-Béchervaise being one of its members. The Mountain Code of Conduct has been adopted in virtue of the bi-law on safety in sports, and it applies to anyone practicing a slide sport:
  - *Remain in control of your speed and direction. Make sure you can stop or avoid any person or obstacle;*
  - *Yield the right of way to persons downhill, and choose a course that ensures their safety;*
  - *Stop on-trail only if you can be seen from above, and only where you are not obstructing the trail;*
  - *Yield the right of way to persons uphill when entering a trail, and at intersections;*
  - *If you are involved in or witness an accident, remain at the scene and identify yourself to a first-aider;*
  - *Use and wear proper devices at all times to prevent runaway equipment;*
  - *Stay off the lifts and trails if under the influence of drugs or alcohol;*
  - *Respect all signage and warnings, and never venture off-trail or onto closed trails;*
  - *Obey all regulations and signage posted for special activities taking place within ski area boundaries, as marked out.*
  - *Be Safety Conscious. Know the Code. It's Your Responsibility!*
6. Helmets are mandatory in the terrain/snow park and are strongly recommended in all other mountain sectors.
7. Access to the mountain bike trails i.e. Les Sentiers du Bout du Monde is prohibited during the ski season. Any offender may face suspension or cancelation of their season pass, without prior notice.
8. The Centre de Ski Mont-Béchervaise reserves the right to cancel, confiscate or suspend a season pass for infractions to the Mountain Code of Conduct, to these terms of use or for fraudulent use. A season pass is issued only when the holder has agreed to abide by the above codes and regulations in effect. In cases where the pass holder is at fault, sanctions will apply without notice or refund. Legal prosecution may ensue.
9. The season passes are non-refundable and non-transferable. They are valid for the season for which they are purchased. The season pass can be canceled or refunded as per the below policy.

10. A season pass entitles legitimate pass holders to use the lifts, the ski slopes, the tubing slopes and the snow park, depending on their availability. The season pass holder, whether ownership is legitimate or not, agrees to assume all risks and consequences arising from the acquisition, possession or use of the season pass.

The season pass holder agrees there are inherent risks and dangers to practicing a slide sport, of which they are aware. Day lift tickets holders accept all risks of personal injury and assume full responsibility for material damages resulting from the said risks and dangers. Among others, the following are included among the risks and dangers inherent to practicing a slide sport:

- Opening date and length of a ski season;
- Changing climatic conditions or poor snow conditions;
- Changes in steepness of the slope;
- Presence of natural obstacles/features and on-mountain conditions. All natural on-mountain conditions including ditches, crevices and streams, rocks, earth, areas with no snow coverage, trees, tree regrowth, natural bushes and stumps, and any other natural obstacle;
- Presence of ice/icy patches;
- Changes to surface conditions;
- Collisions with skiers or other persons;
- Presence of towers, pylons, posts, poles and any other structure used by ski area operations, including collisions with any of these elements;
- Use of ski lifts;
- Presence on-trail of mobile grooming equipment, emergency vehicles and snowmaking equipment.

11. Season pass holders agree to pay a minimum fee of \$250 for personal rescues conducted in off-trail sectors or on closed trails.

12. Regarding family season passes, the main member pledges to:

- Let every family season pass member know of the terms of the present agreement.
- Adults only (18 years-old and above) have the right to enter into this contract. For any holder under 18 years-old, a parent signature is required.

By purchasing a season pass at the Centre de Ski Mont-Bécherlaise, the member acknowledges he has read and understood the above-mentioned season pass terms of use and pledges to comply with those.

I declare I have read, understood and accepted the present agreement upon purchase.

## **REFUND POLICY**

The sale of a season pass is final, non-transferable and non-refundable.

However, in case of a disease or injury prohibiting the practice of ski or snowboarding before the beginning of the ski season, a total or partial credit could be issued. A medical note confirming the aforementioned incapacity will be provided and state the nature of the injury or disease, the start date and the planned length of the condition. No money refund will be issued.

## **THE LAW**

Cancelation of a season pass

According to the Consumer Protection Act and the Quebec Civil Code, a season pass holder is entitled to ask for the cancelation of their season pass and the total or partial refund of the amount paid as follows:

- Before the beginning of the service provision stated in the contract (i.e. before the beginning of the ski season) and in that case, a total refund will be issued.
- After the beginning of the service provision stated in the contract (i.e after the beginning of the ski season) and in that case, a refund will be issued for the paid amount minus the cost of service provided by the centre de Ski, established according to the below schedule:

Starting for the beginning of the ski season:

- 50% of the purchasing costs will be refunded if the season pass holder cancels their pass between the 1st and 10th operation day of the Centre de Ski.
- 25% of the purchasing costs will be refunded if the season pass holder cancels their pass between the 11th and the 20th operation day of the Centre de Ski
- No refund will be issued if the season pass holder cancels their pass after the 20th operation day of the Centre de Ski.