



STEAMBOAT

BASE CLUB

TERM MEMBERSHIP AGREEMENT

THE STEAMBOAT BASE CLUB
c/o Steamboat Ski & Resort Corporation
2305 Mt. Werner Circle
Steamboat Springs, CO 80487
Attn: Club Manager
(970) 871-5192
e-mail at club@steamboat.com

I. INFORMATION

| | |
|------------------------|------------|
| Member's Name | Birth Date |
| Spouse's/Partner Name: | Birth Date |
| Local Address | |
| Out of Town Address | |

Billing Address

Club Communications
Address

Telephone:

Local Residence ()

Cell Phone ()

E-mail Address

Fax Number ()

MEMBERSHIPS SELECTION AND DUES

| | | |
|--|---|---|
| | Individual (any age): Includes one locker, ski valet for two pair of skis, parking pass, one boot dryer, one Base Club Membership Card for priority gondola boarding and other benefits as described in Executive Summary. | \$1,599 (\$1,399 early season pricing as listed on SSRC website.) |
| | Couple (two people): Includes one locker, ski valet for one pair of skis per person, one parking pass per adult, one Base Club Membership Card for priority gondola boarding per adult and other benefits as described in Executive Summary. | \$2,699 (\$2,399 early season pricing as listed on SSRC website.) |
| | Parent/Child: Includes one locker, ski valet for one pair of skis per person, one boot dryer per person, one parking pass. | \$1999 (\$1799 if booked by Oct. 1) |
| | Additional Ski Storage: Valet services for an additional one pair of skis which are used by the member. (Not available separately.) | \$350 |

Children age 17 and under can be added to the adult membership.

Name

Birth Date

Fee

II. ACQUISITION OF TERM MEMBERSHIP

I hereby apply for a Term Membership in The Steamboat Base Club (the "Club") operated by Steamboat Ski & Resort Corporation ("SSRC"). The term of my Term Membership shall begin and end on the following dates ("Term"):

Begins on: November 19, 2018

Ends on: April 14, 2019

An offer of renewal of membership at the end of the Term shall be in the Club's sole discretion and on such terms and conditions as determined by the Club in its sole discretion. If the Club offers to renew my membership, I may elect to renew on terms established by the Club or not renew.

Membership is contingent upon approval by the Club, which approval shall be at its sole discretion. Upon signing this Agreement, the undersigned authorizes the disclosure and release of information to the Club

for investigating my qualifications for membership, and agrees to release and hold the Club harmless from any and all claims or liabilities in connection therewith.

III. PAYMENT OF FEES AND CHARGES (Check appropriate box)

Membership Dues.

I hereby submit my membership dues for my Term Membership in the following amount, plus applicable sales taxes, with this Membership Agreement by hereby authorizing such charge to the credit/debit card listed below or submitting a check in the appropriate amount as indicated below.

\$_____ ("Membership Dues")

The amount of Membership Dues is subject to change in the event of renewal of my Term Membership. The Membership Dues are not refundable other than and only in the case of either (a) SSRC's decision to cease operating the Club or (b) a medical condition affecting the primary user of the membership card which condition would qualify for a partial refund of an SSRC season pass under SSRC's season pass rules, in each case any such refund to be pro rata based on the then remaining Term of the membership at the time of the refund request.

Credit/Debit card Authorization. I hereby request that the Membership Dues, plus applicable sales tax be billed to the credit/debit card I have provided for this purpose and hereby authorize such billing.

I certify that the card provided is issued to me, and agree that all disputes on my credit/debit card account relating to the Club will be promptly brought to the Club's attention. I understand that I am responsible for any amounts that are not paid by the credit/debit card company.

I hereby acknowledge that in the event any amounts owed are not paid by the credit/debit card company for the card provided, I shall be responsible for payment of such amounts upon notice from the Club. I shall be considered delinquent if such amounts are not paid within 10 days after the date of notice and will be subject to the lesser of: (i) a one and one-half percent (1.5%) late charge per month; or (ii) the maximum amount that may be contracted for, taken, reserved, charged, or received under law. This late charge shall accrue 10 days from the date of notice until the account is paid in full. I acknowledge that the Club may take whatever action it deems necessary to effect collection, including without limitation, suspension or termination of my membership or legal action, and I shall be liable for all costs and for any expenses of such legal action and reasonable attorneys' fees, including any fees required in connection with appellate proceedings.

If I have selected to pay the Membership Dues by credit or debit card, my membership privileges are subject to my having provided a credit or debit card electronically to the Club.

Check. I have submitted with this Membership Agreement a check in the amount of the Membership Dues, plus applicable sales tax.

Other Fees and Charges.

The Club does not keep credit or debit card numbers on file for other charges. Except to the extent a member has Resort Charge privileges associated with season pass media, all other charges must be paid by credit or debit card or cash at the time they are incurred at the Club.

IV. ACKNOWLEDGMENT OF MEMBERSHIP RIGHTS

The undersigned acknowledges that membership in the Club permits the member to use the Club Facilities referred to in the Membership Summary in accordance with this Membership Agreement, the The Steamboat Base Club Membership Summary and Club Rules ("Membership Summary and Rules"). Membership in the Club is not an investment in SSRC, the Club, or the Club Facilities, and does not give a member a vested or prescriptive right or easement to use the Club Facilities. Membership in the Club does not provide a member with an equity or ownership or any other property interest in the Club. A member only acquires a revocable license to use the Club Facilities in accordance with the terms and conditions of the Membership Summary and Rules, as the same may be amended from time to time, and this Membership Agreement. All rights and privileges of members under the Membership Summary, the Rules and this Membership Agreement, are subordinate to the lien of any mortgage encumbering the Club Facilities from time to time. The Club reserves the right, in its sole discretion, to terminate or modify the membership program, the Membership Summary and the Rules, to reserve memberships, to discontinue operation of any or all of the Club Facilities, to sell, lease or otherwise dispose of the Club Facilities in any manner whatsoever and to any person whomsoever, to add, issue, modify or terminate any type or category or class of memberships, and to make any other changes in the terms and conditions of the membership or the Club Facilities available for use by members.

V. ASSUMPTION OF RISK, RELEASE AND INDEMNITY

The undersigned hereby acknowledges that the use of the Club Facilities and any privilege or service incident to membership is undertaken with knowledge of risk of possible injury and/or death. The undersigned hereby voluntarily and irrevocably accepts any and all risk of injury and/or death to myself, my guests and my family sustained while using the Club Facilities or while involved in any event or activity incident to membership in the Club. In addition to accepting such risks, I hereby agree to release, waive, indemnify, defend and hold harmless SSRC, Alterra Mountain Company and each of their affiliates and related entities, and each of their successors and assigns, and all of their respective directors, officers, partners, members, managers, shareholders, employees, volunteers and agents, and the members of any Club committee (collectively, the "Released Parties"), from and against any and all losses, costs, claims, injuries, death of persons, damage to property, damages or liability sustained or incurred by me, my guests and my family (including reasonable attorneys' fees and costs) resulting from or arising out of any conduct or event connected with membership in the Club and use of any of the Club Facilities. Without limiting the generality of the foregoing, I further accept and assume all risks and legal responsibility for injury and/or death or damage of any kind caused by participation by me or my family in skiing, snowboarding, and other winter sports activities, including, but not limited to, use of the lifts or other facilities at the Steamboat Ski Resort.

VI. MEMBERSHIP SUMMARY DOCUMENTS

I hereby acknowledge receipt of the Membership Summary and Rules, and that I have read and understand them, and agree to be bound by the terms and conditions thereof as the same may be amended from time to time by the Club in its sole discretion without advance notice. I further acknowledge that I am not relying on any oral representations in acquiring a membership in the Club.

This Membership Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Colorado without giving effect to principles of conflicts of law. Venue for any actions or proceedings concerning this Agreement shall be in the courts of Routt County, Colorado.

All personal information contained within this Membership Agreement will be kept confidential by the Club.

Dated: _____, 20__ _____

Member's Signature (for adult membership)

Printed Name

Partner's Signature (for adult couple membership)

Printed Name

Dated: _____, 20__ _____

Signature of PARENT or LEGAL GUARDIAN (if completing child or teen membership)

Printed Name of PARENT or LEGAL GUARDIAN

This Membership Agreement shall not be binding on the Club until the acceptance below is signed.

ACCEPTED BY:

**STEAMBOAT SKI & RESORT CORPORATION, d/b/a
THE STEAMBOAT BASE CLUB**

By: _____

Printed Name: _____

Title: _____

Dated: _____,
20__