



STEAMBOAT

B A S E C L U B

CLUB RULES

THE STEAMBOAT BASE CLUB
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PREAMBLE

These Club Rules for The Steamboat Base Club (the "Club") are intended to be a guide to the use of the Club Facility referenced in the Membership Program Summary. They are not intended to deal with all conceivable issues that may be presented for governance. These Club Rules are established by the Club to protect the Club Facility and to promote the health, safety, welfare and enjoyment of the members, their families and guests and all other persons using the Club Facility. The Club is committed to providing all members and their guests with an enjoyable club experience. To uphold these standards, members and guests are expected to act in a manner consistent with good taste. The Club may amend these Club Rules from time to time as it determines appropriate in its sole discretion. Where these Club Rules refer to the Club taking action or having certain rights, Steamboat Ski & Resort Corporation ("SSRC"), doing business as the Club, shall have the right to take such action and shall have such rights.

GENERAL CLUB RULES

1. Members, their families and their guests shall abide by all rules and regulations of the Club as in effect and as amended.
2. The Club Facility shall be open on the days and during the hours as may be established by the Club. Areas of the Club may also be closed for scheduled maintenance and repairs.
3. Performance by entertainers will be permitted on the Club Facility only with the permission of the Club.
4. Club Facility use by groups will be permitted only with the permission of the Club.
5. Alcoholic beverages will not be served or sold, nor permitted to be consumed, at the Club in any manner prohibited by state or local law. The Club reserves the right, in its sole discretion, to refuse service to a member or guest when that member or guest appears to be intoxicated.
6. All food and beverages consumed at the Club Facility must be furnished by the Club unless otherwise expressly permitted.
7. Employees are not permitted to deliver food or alcoholic beverages to locations away from the immediate area of the Club.
8. Except for postings for goods and services offered by SSRC or Club preferred vendors as designated by SSRC, commercial advertisements shall not be posted or circulated in the Club nor shall solicitations of any kind be made at the Club Facility or upon the Club's stationery without the prior approval of the Club. Other than as permitted in writing by the Club, no petition shall be originated, solicited, circulated or posted on Club property.
9. Members shall not use the roster or list of members of the Club for solicitation or commercial purposes or distribute the roster to anyone other than a member.
10. It is contrary to the Club's policy to have its facilities used for functions or fund raising efforts for the benefit of a political cause, except as specifically permitted by the

Club. The Club Facility shall not be used in connection with organized religious services or other activities except as may be approved by the Club.

11. Members should not request special personal services from employees of the Club who are on duty or the personal use of the Club's furnishings or equipment which are not ordinarily available for use by members.

12. Dogs or other pets (with the exception of **service animals, limited to service dogs and in some cases miniature horses** assisting persons with disabilities) are not permitted at the Club Facility, except with the permission of the Club. Where dogs **other than service animals** are permitted on the grounds, they must be on a leash. Members are responsible for damage caused by an animal owned by the member or under the member's control **and service animals may be asked to be removed if they engage in conduct detrimental to the operation of the Club as provided in the ADA. We apologize for any inconvenience, but "comfort" or "emotional support" animals, which do not qualify as service animals under the ADA, are not allowed in the Club Facility at any time.**

13. Members and their guests may not abuse any of the Club's employees, verbally or otherwise. All employees of the Club are under the supervision of the Club Manager and no member or guest shall reprimand or discipline any employee, nor shall a member request an employee to leave the Club Facility for any reason. Any employee not rendering courteous and prompt service should be reported to the management of the Club immediately.

14. Smoking is not permitted in the Club Facility, on the patio area, within ten feet of any entryway, open window or ventilation system, and as otherwise as provided in the City of Steamboat Springs Smoking Ordinance **and the rules of the Torian Plum Condominiums.**

15. Please use proper cell phone etiquette so as not to interfere with another member's use and enjoyment of the Club Facility.

16. No fireworks are permitted anywhere on Club property or adjacent areas.

17. Firearms and all other weapons of any kind are not permitted on Club property at any time.

18. Use of the Club Facility may be restricted or reserved by the Club, including on account of private events.

19. Discounts on Club services or other SSRC goods and services made available to members as part of their membership are prospective only, from the time of membership forward to the end of the membership term, and not retroactive with respect to any purchases made prior to the date and time of membership.

20. Violation of any of these rules or conduct in a manner prejudicial to the best interests of the Club will subject the person in violation to disciplinary action by the Club in accordance with these Club Rules.

21. The personnel of the Club will have full authority to enforce these Club Rules and any infractions will be reported to the management of the Club.

22. In no event shall the Club discriminate against any individual because of the individual's race, color, religion, sex, national origin, age, handicap or marital status.

MEMBERSHIP CARDS

1. The Club will issue a membership card to each member. Membership cards will include the member's name, club account number and category of membership. Membership cards will only be issued upon payment of dues by the member. Membership cards will not be issued to children under the age of 6. Members must have their membership cards with them at all times while using the Club Facility.

2. A membership card may not be used by any person other than the person to whom it is issued. Membership cards are not transferable. In order to protect members from improper charges, membership cards must be presented at the point of sale for all transactions prior to placing an order or purchase of goods and services.

3. Membership cards will be available **only at** the Base Club.

4. In the event of a lost or stolen membership card, the Club must be notified immediately. The member's club account will be canceled and the Club will issue a new membership card number. Until notification of card loss or theft is received in writing by the Club, the member shall be responsible for all charges placed on the account. Parents/legal guardians will be responsible for all charges by their children under the age of 21. A card replacement fee as determined by the Club may be charged for lost or stolen membership cards or in any situation where the club account number is changed.

5. Membership Cards provide the unique benefit of priority gondola boarding. This benefit is only available during regular gondola hours. It is not valid for First Tracks or at any location other than the Gondola and is expressly not transferable. Violation of **these rules or abuse of Membership Cards** may result in suspension of privileges.

MEMBER CHARGES

1. If a member enrolls in SSRC's Resort Charge Program, the member will then be entitled to charge privileges at the Club and other SSRC outlets and businesses **using his or her season SSRC pass media; Resort Charge may be arranged in connection with season pass media purchase independently of the Club.** Cash, **credit card** and check payments will be permitted unless otherwise determined by the Club. The Club reserves the right to set limits or caps on the total amount that may be charged by members during any period.

2. All members agree to promptly pay directly to the Club any amounts not paid by the credit or debit card company upon written notice from the Club to the member. If not paid within 10 days after written notice from the Club, a service charge of one and one-half percent (1.5%) per month (but not to exceed the maximum amount permitted by law) shall begin to accrue from the date of the written notice until payment in full.

3. If the member fails to pay any amounts not paid by the credit or debit card company within 10 days after written notice from the Club to the member, the Club shall have the right to suspend membership privileges in the Club at any time until the delinquent account is paid in full and/or attempt again to charge the member's credit or

debit card on file with the Company for the amount owing. Continued delinquency following written notice from the Club, or repeated incidents of delinquency by the member, may result in termination of membership in the Club.

4. In the case of a corporate/business membership, the business shall be jointly and severally liable for all dues, fees and other charges and liabilities associated with the membership.

5. If the member fails to pay any delinquent charge, the Club may at its option take whatever action it deems necessary to effect collection, including without limitation, suspension or termination of a membership or legal action. If the Club commences any legal action to collect any amount owed by any member or to enforce any other liability of any member to the Club, and if judgment is obtained by the Club, the member shall also be liable for all costs and expenses of such legal action and reasonable attorneys' fees, including any fees required in connection with appellate proceedings.

GRATUITIES

1. Gratuities for service provided at the Club are appreciated and up to the member. The Club Manager can make recommendations as to various ways to provide gratuities if you wish.

CONTACT INFORMATION

1. Each member shall be responsible for filing with the Club, in writing, preferably on a form provided by the Club, his or her mailing address, e-mail address and telephone number and any changes thereto, where the member wishes all notices and invoices of the Club to be sent. A member shall be deemed to have received mailings from the Club three business days after they have been mailed to the mailing address on file with the Club. In the absence of a mailing address on file at the Membership Office, any Club mailing may, with the same effect described above, be addressed as the Club Manager may think is most likely to cause its prompt delivery.

2. Please notify the Club promptly in writing of any change of address, email address and/or telephone number. If the Club does not have your correct information, you will not receive Club notices, bulletins and other Club communications.

3. The Club will not provide members' contact information to vendors or marketing firms.

MEMBERSHIP CORRESPONDENCE

Complaints or suggestions concerning the management, service or operation of the Club are always welcome and appreciated, but should be directed to the Club Manager and not staff or third parties. Errors in billing or charges should also be brought up with the Club Manager.

CLUB SERVICES AND ACTIVITIES

1. The Club may provide social, cultural and recreational events from time to time in which all members are welcome to participate.

2. The Club may occasionally be available to members to be booked for private functions, provided it does not interfere with the normal operation of the Club, or with the services regularly available to members. Private functions must be booked through and approved by the Club Manager. The member sponsoring the function shall assume full responsibility for the conduct of guests and the removal of any decor. The sponsoring member shall be responsible for any damage to the Club Facility and for the payment of any charges not paid by individuals attending the private function.

3. Other special events and functions may be scheduled from time to time at the discretion of the SSRC, and the dining and bar service areas of the Club may be closed to members during such functions, but members and guests will still have access to the other Club services. SSRC staff may occasionally entertain guests at the Club, including prospective members, individuals from SSRC's ownership groups, industry figures, ski and ride school guests in private lessons, members of the media and similar types of persons.

4. Members are limited to having a maximum of two pairs of skis placed with the Club valet at any one time.

DISCIPLINE

1. Members are responsible for their own conduct and for the conduct of their family members and guests. Any member whose conduct or whose family's or guest's conduct (whether or not at the Club Facility or directly related to the Club) shall be deemed by the Club to be likely to endanger the welfare, safety, harmony or good reputation of the Club or its members or is otherwise improper, may be reprimanded, fined, suspended or expelled from the Club and have all privileges associated with the membership suspended or terminated by the Club. SSRC shall be the sole judge of what constitutes improper conduct, but improper conduct will include, without limitation: (i) failing to meet eligibility for membership, (ii) submitting false information in connection with a membership, (iii) allowing his or her membership card to be used by another person, (iv) failing to pay any amount owed to the Club in a proper and timely manner, (v) failing to abide by the rules and regulations as set forth herein and as such rules and regulations may be amended from time to time, (vi) abusing Club or SSRC gondola or other personnel or employees, (vii) conviction of a felony (member or spouse), (viii) acting in a manner incompatible with the standard of conduct of the existing membership or which would likely injure the reputation of the members or the Club, whether or not at the Club Facility or directly related to the Club and (ix) in connection with suspension or revocation of pass, lift ticket or other privileges to use the facilities of the Steamboat Ski Resort.

2. The Club may restrict or suspend some or all of a member's and/or guest's Club privileges based on the foregoing or other sufficient reason. If the Club determines that a member's conduct or the conduct of his or her guest is improper, the Club may expel the member, suspend or restrict the member's membership privileges, or restrict the use privileges of the member's guest whose conduct was improper. Prior to suspension or expulsion, any member accused of improper conduct shall be notified of the Club's proposed disciplinary action and shall be given an opportunity to be heard by the Club management to show cause why he or she should not be disciplined, provided that if the member does not appear at a mutually agreed time, the member may be suspended pending such hearing. No member is entitled, on account of any restriction or suspension, to any refund of any membership dues or any other fees. During the

restriction or suspension, dues and other charges shall continue to accrue and shall be paid in full prior to reinstatement as a member in good standing.

ANTI-HARASSMENT POLICY

The Club is committed to providing a friendly, supportive and enjoyable environment for its members, guests and employees. Harassment of any kind by members, guests, employees (or anyone else doing business with the Club) will not be tolerated. This includes sexual harassment as well as any harassment based upon an individual's race, religion, age, sex, color, citizenship status, marital status, sexual orientation, national origin, handicap or disability. The Club has delegated responsibility to the Club Manager to deal with any and all allegations of sexual misconduct and/or other types of harassment.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

1. Each member as a condition of membership and each guest as a condition of invitation to the Club Facility assumes sole responsibility for his or her property. The Club shall not be responsible for any loss or damage to any personal property used or stored at the Club Facility, whether in lockers or elsewhere. Any such personal property which may have been left in or on the facilities for three months or more without payment of storage thereon may be sold by the Club, with or without notice, at a public or private sale, or may be otherwise disposed of, and the proceeds, if any, may be retained by the Club.

2. No person shall remove from the room in which it is placed or from the Club's premises any property or furniture belonging to the Club without proper written authorization.

3. Every member of the Club shall be liable for any property damage caused by the member, any guest of such member or any family member. The cost of such damage shall be charged to the responsible member's club account.

4. By using the Club Facilities, any member, family member, guest or other person ("Club User") who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by SSRC, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by SSRC, either on or off the premises of the Club Facility or Steamboat Ski Resort ("Resort"), shall do so at his or her own risk. Each Club User acknowledges that the use of the Club Facility, any Resort facility and any privilege or service incident to membership is undertaken with knowledge of risk of possible injury or death. Each Club User voluntarily and irrevocably accepts any and all risk of injury and/or death to the Club User, his or her guests and family sustained while using the Club Facility or any Resort facility or while involved in any event or activity incident to membership in the Club or sponsored by SSRC. In addition to accepting such risks, each Club User hereby agrees to unconditionally 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 the Club

User, his or her guests and 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 Facility or any Resort facility. Without limiting the generality of the foregoing, each Club User shall accept and assume all risks and legal responsibility for injury and/or death or damage of any kind caused by participation by the Club User and his or her guests and 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.

5. Should any party bound by these Club Rules bring suit against any of the Released Parties in connection with any event operated, organized, arranged or sponsored by the Club or SSRC or on any other claim or matter in connection with membership in the Club, and fail to substantially prevail therein against any one or more of them, said party shall be liable to the substantially prevailing Released Parties for all costs and expenses incurred by them in the defense of such suit, including court costs and attorneys' fees and disbursements through all appellate proceedings.

CHILDREN

1. Unless permitted by the Club, children under 12 years of age are allowed at the Club Facility only when accompanied and supervised by an adult.
2. Children under the lawful drinking age are not permitted in the bar area unless accompanied by an adult.
3. Members are responsible for the conduct and safety of their children when enjoying the Club Facility.

ATTIRE

It is expected that members will choose to dress in a fashion befitting the surroundings and atmosphere provided in the setting of the Club. It is also expected that members will advise their guests of the dress requirements. The Club may publish dress requirements from time to time. Gentlemen and ladies are requested to dress in a fashion compatible with the appropriate occasion. Shirts and shoes or slippers must be worn at all times when at the Club Facility.

GUEST PRIVILEGES

Due to the public aspect of the Club lounge, members are free to bring guests to the club whenever they wish but reservations are strongly recommended as the Club may be full at certain times and periods of the year. There is no charge or guest fee. However, guests are not allowed to use the locker room, lockers, boot or ski valet or complimentary self-parking (paid public parking is available at the same location as the Base Club member lot). Guests who wish to make use of these members-only Club facilities must purchase a short term membership of their own.

LOCKER ROOM FACILITIES

1. Members must check in at the front desk to obtain a locker. Lockers are reserved based on date of membership purchase. All lockers must be cleared before the end of the membership term and each ski season and all items removed from the Club.

Reasonable effort will be made to remind members to remove their items, however, items left after the close of the season may be transferred to lost and found.

2. Multi-day guest memberships may be purchased through the ticket office or Central Reservations on a per visit basis, subject to availability.

3. We recommend you not bring valuables into the Club Facility. Each person entering the Club Facility assumes liability for the loss of any items stored in a locker or common closet.

DAY CARE SERVICES

Children's day care services are available at SSRC's Kids Vacation Center (KVC) located on the Promenade (snow edge) in the lower level of the Gondola Building; please note that advance reservations are required at KVC. The Club does not provide child care services or facilities on-site, but children accompanied by parents/guardians are welcome at the Club.