

## TERMS AND CONDITIONS FOR ALL PRODUCTS AND SERVICES

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*The masculine gender is used without any discrimination and for the sole purpose of lightening the text.*

**ANY TYPE OF PASSES (LIFT TICKETS AND SEASON PASSES) ARE PERSONAL, NON-ASSIGNABLE, NON-TRANSFERABLE AND NON-REFUNDABLE.**

➤ **Acknowledgment and acceptance of risks**

Anyone who purchases a Bromont, montagne d'expériences pass recognizes that snow sports, mountain biking, aquatic or mountain activities, as well as the use of ski lifts, carry inherent dangers, regardless of one's level of ability. The customer releases and exonerates SkiBromont.com, S.E.C., its owners, shareholders, directors, agents, and employees, from all liability, of any nature whatsoever, direct or indirect, for any MATERIAL OR CORPORATE DAMAGE, injury(ies) and/or death that would be caused to him or any person or property for any reason whatsoever. He assumes full responsibility for all such damage and/or injury and/or death and agrees to indemnify SkiBromont.com, S.E.C., and all of the above-mentioned persons for any claim that may be made against one or more of them.

➤ **Legal Deposit**

A refundable deposit of 5\$ (GST and QST not applicable) might be requested to the client who does not already own a rechargeable Bromont, Montagne d'expériences card, for all our kind of passes. The deposit will be remitted when the card is returned in a good condition in any of our services points.

If the card is **forgotten, lost, or stolen**, a new pass will then be issued to the client for the moderate sum of \$10 taxes included, excluding the \$ 5 deposit.

➤ **Family season pass or 4+ group rates purchase**

The payer of the present commits to inform all members of his/her family or all members of the group, of the terms and regulations of this document and all the obligations incumbent upon them. Members registered for a family or group membership cannot be modified after purchase.

➤ **Use of the Pass**

The pass holder acknowledges that the pass is for his personal use only and that any other use may result in serious consequences, such as definite cancellation of the pass or he may be liable to pursuits to the criminal who can entail a fine or a prison sentence of a maximal period of two (2) years ("fraud", article 380 of the Criminal Code). Photos are taken at the chairlift's gates and at the Park entrance to control holders' identity.

➤ **Fault**

The holder caught committing a crime on the territory of **SkiBromont.com, S.E.C.** could have his pass suspended or terminated without notice or refund (for example a holder caught stealing or lending his pass). **SkiBromont.com, S.E.C.** also reserves the right to impose a fine. Any pass issued remains the property of **SkiBromont.com, S.E.C.**, and requires the holder to return the pass to the resort upon request.

➤ **Schedule Change**

**SkiBromont.com, S.E.C.** reserves the right to modify its schedule and to close in whole or in part, without notice, its facilities, activities, or site, depending on weather, traffic, or any other reason.

➤ **Responsibility / Security**

The pass holder assumes full responsibility for any damages of any kind resulting from failure to comply with **safety rules and regulations** and in effect releases and exonerates **SkiBromont.com, S.E.C.** for any damage(s) related to such shortcomings.

➤ **COVID-19 preventive measures to be respected**

Bromont, montagne d'expériences is committed to implementing all the means necessary to ensure a safe visit. Any individual or group of individuals who do not comply with any of the instructions regarding sanitary measures put in place by the resort must leave the premises at the request of the staff.

The skier undertakes to read the preventive measures presented on the Bromont, montagne d'expériences website before coming to the resort.

<https://www.bromontmontagne.com/mesures-preventives-covid-19>.

## ----- SKI

### **Snow sport**

The following are considered snow sports: skiing, ski touring, snowboarding, telemark, or any related discipline that can be practised on the mountain.

#### ➤ **Helmet**

Wearing a helmet is strongly recommended by the authorities and all the services of the mountain. However, it is mandatory in the snow parks.

#### ➤ **Mountain Code of Conduct**

Code adopted under the Act respecting safety in sports.

This Code applies to all persons practising Snow Sports.

1. Keep your speed in check, and always control your direction. Make sure you can stop and avoid any person or obstacle at all times.
2. Yield to persons downhill, and choose a course that ensures their safety.
3. Only stop if you can be seen from above, and never obstruct the trail.
4. Yield to skiers and riders uphill of you when entering a trail, or at intersections.
5. If you are involved in or witness an accident, remain at the scene and identify yourself to a Ski-Patroller.
6. Always use and wear the appropriate device to prevent runaway equipment.
7. Do not use lifts or trails if you are under the influence of drugs or alcohol.
8. Obey all signs and warnings and never venture off the trails or onto a closed trail.

The practice of Snow Sports has an inherent risk and danger that you should be aware of. For a safe and enriching experience, you should respect the Mountain Code of Conduct at all times and always show courtesy to others.

**You must obey all other rules, signs, or markings which are placed and physically defined by the station.**

### **INHERENT RISK AND DANGERS**

The following elements constitute, among others and non-restrictive, some of the inherent risk and dangers the skier/snowboarder must be aware of:

1. Changing climatic conditions;
2. Variation in the degree of slope inclination;
3. Mountain's natural conditions, such as the presence of pits, crevices, and streams, rocks, bare spots, bushes, shrubs, lumps of earth, trees, tree growths, stumps as well as any natural obstacle;
4. The presence of ice and ice patches; above and/or below the snow surface; any condition changes on the skiable surface.

5. Any/all collision with another skier/snowboarder or any person;
6. The presence of pylons, poles and other structures used in exploiting the station as well as collision with these elements;
7. The use of mechanical lifts;
8. The presence of mobile maintenance equipment, emergency vehicles as well as snowmaking equipment.

➤ **Pass validity**

The pass holder must have a proper understanding of the **skiable times permitted by his pass** (see next page). People found skiing at times that are not included in their enrolment may have their pass suspended and may even be fined.

<b>SEASON PASSES</b>	
<b>ANYTIME</b>	Valid every day, from opening to closing
<b>7-DAY</b>	Valid every day, from opening to 5 pm
<b>ZENITH</b>	Valid from Monday to Friday, from opening to closing, and on weekends from 1 pm. Exclusions – Valid as of 1 pm: <ul style="list-style-type: none"> <li>• Every day of the holiday season (December 26, 2020, to January 5, 2021)</li> </ul> Bonus – Valid every day, from opening to closing: <ul style="list-style-type: none"> <li>• From the opening of the season until December 25;</li> <li>• On January 1;</li> <li>• During South Shore Spring Break (March 1 to 5, 2021)</li> <li>• As of March 15, 2021</li> </ul>
<b>ALMOST ANYTIME</b>	Valid from Monday to Friday, from opening to closing, and on weekends from 3 pm. Exclusions – Valid as of 3 pm: <ul style="list-style-type: none"> <li>• Every day of the holiday season (December 26, 2020, to January 5, 2021)</li> <li>• During South Shore Spring Break (March 1 to 5, 2021)</li> </ul> Bonus – Valid every day, from opening to closing: <ul style="list-style-type: none"> <li>• As of March 15, 2021</li> </ul>
<b>7-NIGHT</b>	Valid every day, from 5 pm to closing and this, until the end of night skiing. Exclusions: <ul style="list-style-type: none"> <li>• Night skiing not available on December 24.</li> </ul> Bonus: <ul style="list-style-type: none"> <li>• Valid during the day after the night skiing closed.</li> </ul>
<b>SEMAINE MAX</b>	Valid from Monday to Friday, from opening to closing. Exclusions – Valid from 5 pm to closing: <ul style="list-style-type: none"> <li>• Every day of the holiday season (December 26, 2020, to January 5, 2021);</li> <li>• During South Shore Spring Break (March 1 to 5, 2021).</li> </ul>
<b>M2J</b>	Valid from Tuesday to Thursday, from opening until 5 pm. Exceptions – Non-valid: <ul style="list-style-type: none"> <li>• Every day of the holiday season (December 26, 2020, to January 5, 2021);</li> <li>• During South Shore Spring Break (March 1 to 5, 2021).</li> </ul>
<b>MONT SOLEIL</b>	Valid every day from opening to closing, on the Mont Soleil slope side only (lifts #1 and #2).
<b>MULTI-TICKETS PASSES</b>	
<b>APEX CARD</b>	Pass including 2 to 8 tickets valid at all times, without any restrictions for the current season. Non-transferable individual card Credit applicable for a season pass purchase.
<i>For more information on the pass validities, go to the Customer Service or visit <a href="http://WWW.SKIBROMONT.COM">WWW.SKIBROMONT.COM</a>.</i>	

➤ **SKI SCHOOL**

The only **ski or snowboard lessons authorized on the mountain** are those sold and registered by the Ski School of **SkiBromont.com, S.E.C.** Anyone interested in offering ski or snowboard lessons on the mountain must have received prior authorization from the resort's relevant authorities. Anyone caught contravening this rule or being the subject of testimonials from customers and/or employees may be refused the purchase of a pass or have the current one confiscated.

Passes

The pass is not included in the price of the lesson (except for the Ini-ski, Ini-surf, Défi-ski, and Défi-surf). The student is responsible for having a valid pass during the whole lesson(s).

Group Lessons

The number of students per group is approximate. There is no refund once the group program has begun. In case of the absence of the student, the lesson is lost.

Parent/Guardian/Person Responsible or Participant's Responsibility

The student or his parent/guardian/person responsible has the responsibility to ensure that the equipment is appropriate, safe, and in good condition. He also has the responsibility to disclose to the school and to the instructor any pre-existing medical condition of the student that may have an impact on the skiing/telemarking/snowboarding practice. It is recommended that the student wear a helmet.

Student responsibility

The student has the responsibility to follow and apply the teachings of the instructor and to respect the Mountain Code of Conduct.

Supervision

The client acknowledges that snow sports take place over a large area, which means that the instructor is not close to his student(s) and cannot directly intervene at all times.

During a group or semi-private lesson, the instructor's attention is divided among the students and he cannot supervise and maintain visual contact with his student(s) at all times. The student may have to use chairlifts without the presence of his instructor on the same chair (coordination when loading).

Private, Semi-Private Lessons or Initiations Postponements

It is the student's responsibility to reschedule his lesson before 7 am, the day of the lesson by dialling 1-866-276-6668 extension 2701. No refund or credit for private lessons or initiations course.

Acknowledgment and acceptance of risks

The student or his parent/guardian/person responsible accepts to bear the entire responsibility for any bodily injury, moral damage or property damage resulting from the inherent risks or dangers and accept to exonerate the instructor, the ski/mountain bike school, the station, its employees, officers, representatives, and administrators from any liability for any bodily injury, moral damage or property damage resulting therefrom.

➤ **EQUIPMENT RENTAL**

The client acknowledges that **SkiBromont.com, S.E.C.** has fully explained the use and the functioning of the equipment rented by virtue hereof and that he fully understands the use and the functioning of this equipment.

Personal information:

The client guarantee that all the information provided to **SkiBromont.com, S.E.C.** including, without limitation, information about his height, weight, age, degree of competence, and experience, is truthful and accurate.

Deposit (high-performance skis rental only)

The client agrees to pay a 500\$ deposit for any high-performance skis.

Bindings

The customer assumes the responsibility of ensuring that the visual indicators on its bindings correspond to the tensions indicated in this rental contract. He undertakes not to touch the tension adjustment of the bindings.

He acknowledges and accepts that the ski-boot-binding assembly may not be triggered systematically or in all circumstances and he acknowledges having been duly informed that it is impossible to predict every situation which will or will not trigger it. The customer waives any guarantee of security, legal or conventional, concerning the equipment and / or any damage of which this could be the cause.

Use, Modifications, Maintenance or Repair to the Rented Equipment

The customer agrees to use the equipment only for the normal and customary purposes for which it is intended and for no other purpose. In the case where the rented equipment or any parts are damaged or are not in good condition, for any reason, upon return of the equipment to SkiBromont.com, S.E.C., the customer agrees to assume all repair, maintenance and/or cleaning costs required to return the said equipment and all said parts and/or components to SkiBromont.com, S.E.C. in good condition for maintenance, repair, and operations. If the equipment is not repairable, then the customer agrees to pay the amounts at the retail prices listed below.

**Replacement value of rental equipment**

Skis and bindings	400 \$
Snowboard and bindings	500 \$
Poles	20 \$
Demo skis and bindings	800 \$
Ski or snowboard boots	200 \$

Taxes are not included in these prices.

Furthermore, in all cases, without limitation to all the other rights and recourses of **SkiBromont.com, S.E.C.**, the daily cost mentioned herein shall continue to be payable for as long as the equipment and all its parts have not been returned to **SkiBromont.com, S.E.C.** in good state and condition.

Interest

All the amounts owed to **SkiBromont.com, S.E.C.** shall bear interest, from their due date, at the rate of 19,6% per year (1,5% per month), calculated and compounded monthly.

Responsibility in case of any damage, injury, and /or death

The customer declares to be fully aware of the risks presented by the sport for which this equipment is intended. He releases and agrees to indemnify **SkiBromont.com, S.E.C.** and its owners, shareholders, directors, agents and

employees from any and all liabilities, direct or indirect, of any nature, for any damage, injury, and /or death to himself or any person or property resulting from any reason or cause whatsoever, including, without limitations, negligence, selection, installation, maintenance, adjustment and/or use of the equipment object of this contract. He accepts full and entire liability and responsibility for all such damages and/or injuries and/or death and agrees to indemnify **SkiBromont.com, S.E.C.**, and all the above-mentioned persons from any claim which might be made against any of them.



## ----- MOUNTAIN BIKE

### ➤ **Thunderstorms and bad weather**

In the event of a thunderstorm, all activities are closed for a minimum of 30 minutes after the last thunderclap. In the event of unfavourable weather making conditions dangerous, the mountain could cease its activities for an indefinite period without notice.

### ➤ **Mountain bike code of conduct**

1. Wearing a helmet is mandatory.
2. As getting on the main lodge level, the pass holder should always walk next to his mountain bike.
3. We strongly suggest never to ride on the mountain trails **alone**.
4. A complete inspection of mountain bikes is strongly recommended before use.
5. Obey all signs and warnings and never venture off the trails or onto a closed trail.
6. Any rules and/or signage issued in the context of particular activities and delineated by SkiBromont.com, S.E.C. must be respected at all times.

➤ **MOUNTAIN BIKE SCHOOL**

The only **mountain bike lessons authorized** on the mountain are those sold and registered by the Mountain Bike School of **SkiBromont.com, S.E.C.** Anyone interested in offering lessons on the mountain must have received prior authorization from the resort's relevant authorities. Anyone caught in the act, or being the subject of testimonials from customers and/or employees may be refused the purchase of a pass or confiscate the pass in force.

Passes

The pass is not included in the price of the lesson (exclusion: Ini-Vélo). The student is responsible for having a valid pass during the whole lesson(s).

Group Lessons

The number of students per group is approximate. No refunds once the class has started.

Parent/Guardian/Person Responsible or Participant's Responsibility

The student or his parent/guardian/person responsible has the responsibility to ensure that the equipment is appropriate, safe, and in good condition. He also has the responsibility to disclose to the school and to the instructor any pre-existing medical condition of the student that may have an impact on the mountain biking practice. It is recommended that the student wear a protective helmet.

Student responsibility

The student has the responsibility to follow and apply the teachings of the instructor and to respect the Mountain Bike Code of Conduct.

Supervision

The client acknowledges that mountain bike activities take place over a great distance, which means that the instructor is not close to his student(s) and cannot directly intervene at all times.

During a group or semi-private lesson, the instructor's attention is divided among the students and he cannot supervise and maintain visual contact with his student(s) at all times. The student may have to use chairlifts without the presence of his instructor on the same chair (coordination when loading).

Postponement and cancellation

If a student is unable to attend class, it is the responsibility of the student or parent/guardian to cancel or reschedule the lesson not later than the morning of the class by calling 1-866-276-6668 ext. 2900.

Acknowledgment and acceptance of risks

The student or his parent/guardian/person responsible accepts to bear the entire responsibility for any bodily injury, moral damage or property damage resulting from the inherent risks or dangers and accept to exonerate the instructor, the mountain bike school, the station, its employees, officers, representatives and administrators from any liability for any bodily injury, moral damage or property damage resulting therefrom.

➤ **EQUIPMENT RENTAL**

The client acknowledges that **SkiBromont.com, S.E.C.** has fully explained the use and the functioning of the equipment rented by virtue hereof and that he fully understands the use and the functioning of this equipment.

Personal information:

The client guarantee that all the information he has given to **SkiBromont.com, S.E.C.** including, without limitation, information about his height, weight, age, degree of competence, and experience, is truthful and accurate.

Deposit

The client agrees to pay a 500\$ deposit for any bike rental.

Use, modifications, maintenance or repair to the rented equipment

The client agrees to use the equipment only for its normal and standard use and for no other purpose. He also agrees that he will not perform any modification, maintenance, or repair to the equipment, nor authorize or tolerate that any person (except for **SkiBromont.com, S.E.C.**) perform any such modification, maintenance or repair, except in case of emergency. He agrees that he shall be the sole and only user of the equipment and that he shall not authorize nor tolerate that the equipment is used by any other person whatsoever.

Breakage and Damage to Rented Equipment

In the case where the rented equipment or any parts are damaged or are not in good condition, for any reason, upon return of the equipment to SkiBromont.com, S.E.C., the customer agrees to assume all repair, maintenance and/or cleaning costs required to return the said equipment and all said parts and/or components to SkiBromont.com, S.E.C. in good condition for maintenance, repair, and operations. If the equipment is not repairable, then the agrees to pay the amounts at the retail prices listed below.

**Replacement value of rental equipment**

Frame		Handlebar		Wheel	
Downhill bike	2500 \$	Downhill bike	200 \$	Downhill bike	200 \$
Enduro bike	2500 \$	Enduro bike	200 \$	Enduro bike	200 \$
Cross-country bike	500 \$	Cross-country bike	100 \$	Cross-country bike	100 \$
Junior bike	350 \$	Junior bike	75 \$	Junior bike	75 \$
Telescopic saddle	500 \$				

Taxes are not included in these prices.

The client can avail himself of the Major Breakage option at the signing of the contract which protects him from any payment in the event of breakage on the equipment.

Responsibility in case of any damage, injury, and /or death

The client declares that he fully understands that the sport for which this equipment is to be used entails inherent and other risks and that injuries are a common and ordinary occurrence of this sport.

The client release and agree to indemnify **SkiBromont.com, S.E.C.** and its owners, shareholders, directors, agents and employees from any and all liabilities, direct or indirect, of any nature, for any damage, injury, and /or death to himself or any person or property resulting from any reason or cause whatsoever, including, without limitations, negligence, selection, installation, maintenance, adjustment and/or use of the equipment object of this contract. He accepts full and entire liability and responsibility for all such damages and/or injuries and/or death and agrees to indemnify **SkiBromont.com, S.E.C.**, and all the above-mentioned persons from any claim which might be made against any of them.

## ----- WATERPARK AND MOUNTAIN ACTIVITIES

### ➤ **Passes**

At the entrance of the park, the pass holder must present his pass to get a bracelet mandatory to enjoy the activities.

### ➤ **Thunderstorms and bad weather**

In the event of a thunderstorm, all activities are closed for a minimum of 30 minutes after the last thunderclap. In the event of unfavourable weather making conditions dangerous, the mountain could cease its activities for an indefinite period without notice.

### ➤ **Equipment Loan as Part of the Bike Xperience Activity**

The client agrees to respect the rules in place for the "Bike Xperience" activity, the signalization, the mountain code of conduct, and the dress code. He also agrees to follow the guide for the entire activity and follow to the book any given instructions.

The client understands fully that there are inherent and other risks involved in the sport for which this equipment is to be used, that injuries are a common and ordinary occurrence of this sport and he voluntarily agrees to assume full and entire responsibility for any such inherent risks.

He also agrees to only use the trail «La Grande-Douce» (trail 21) to which the "Bike Experience" activity is intended.

----- **ENGAGEMENT**

This agreement by its rights, roles, and functions between the parties is governed by the laws of the province of Quebec which are applicable in this province, without regard to other jurisdictions. All disputes involving the parties to this agreement will be presented only in the exclusive jurisdiction of the courts of the province of Quebec, district of Bedford.

The signatory undertakes to respect and ensure that all members of his family, season pass holders, customers of our various products and services, comply with the regulations and safety instructions in force at **SkiBromont.com, S.E.C.** He undertakes to inform all members of his family or his group of the terms and conditions of this document and the obligations incumbent on the holder of a pass or customer of the various products and services.

*By signing, I accept the terms and risks mentioned in this contract and acknowledge that I have read it and understood it.*

*I have read the release of liability and waiver agreement and I voluntarily agree to the terms of this agreement.*

Signature : \_\_\_\_\_ Date : \_\_\_\_\_ ( JJ / MM / AAAA )

Name : \_\_\_\_\_ Birthdate : \_\_\_\_\_ ( JJ / MM / AAAA )

E-Mail : \_\_\_\_\_

I agree to receive emails of Bromont, montagne d'expériences such as newsletters, promotions, and exclusive offers.