

Website Terms of Use

THIS WEBSITE TERMS OF USE (“Terms of Use”) IS LEGALLY BINDING AND GOVERNS THE AGREEMENT BETWEEN YOU AND U.S. SKI & SNOWBOARD (“we”, “us”, “our”) THAT YOU FORM BY ACCESSING ANY SITES THAT LINK TO THIS TERMS OF USE (“Site”). YOUR CONTINUED ACCESS OR USE OF THE SITE FOLLOWING CHANGES TO THIS TERMS OF USE WILL CONSTITUTE YOUR ACCEPTANCE OF ANY CHANGES TO OUR TERMS OF USE.

1. ELIGIBILITY

BY ACCESSING THE SITE, YOU WARRANT TO US: (i) YOU ARE AT LEAST EIGHTEEN (18) YEARS OLD; (ii) THAT YOU HAVE NOT PREVIOUSLY BEEN SUSPENDED OR REMOVED FROM THE SITE AND (iii) THAT YOUR USE OF THE SITE IS IN COMPLIANCE WITH ANY AND ALL APPLICABLE LAWS AND REGULATIONS.

1. ACCESSING AND USING OUR SITE. We reserve the right to amend, update and withdraw the Site, and any service or content we provide on the Site, in our sole discretion without notice. We will not be liable if, for any reason, all or any part of the Site is unavailable at any time or for any period. Subject to your agreement and continuing compliance with these Terms of Use and any other relevant policies of ours, we grant you a conditional, non-exclusive, non-transferable, non-sublicensable, revocable and limited permission to access and use our Site for your own non-commercial purposes.

If you are provided with a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. Any accounts you create are personal to you and you must not provide any other person with access to this Site or portions of it using your username, password, or other security information. You must notify us immediately of any unauthorized access to or use of your username or password or any other breach of security.

We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of this Terms of Use.

Our Site is intended for personal, non-commercial use and you are prohibited from exploiting it in connection with any business or commercial purpose.

Please refer to our [Privacy Policy](#) to help you understand what information we process and how we use it and what choices you have when you use our Site. You consent to us using your personal data as described in our Privacy Policy except where laws require us to obtain your consent in a different way.

2. SITE CONTENT AND INTELLECTUAL PROPERTY RIGHTS. The Site and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by us, our licensors, or other providers of such material. Subject to your compliance with this Terms of Use, you are granted a limited, non-exclusive, non-transferable, non-sublicensable license to access and make personal and non-commercial use of the Site. The licenses granted by us terminate if you do not comply with this Terms of Use.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Site in breach of the Terms of Use, you are prohibited from accessing the Site and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Site or any content on the Site is transferred to you, and all rights not expressly granted are retained by us or our licensors or other rights holders. Any use of the Site not expressly permitted by this Terms of Use is a breach of this Terms of Use. You

must not use, reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on the Site unless authorized under this Terms of Use.

You must not use our name, marks, logos, or related names, logos, product and service names, designs, or slogans without our prior written permission.

3. USER CONTENT. We may include features on the Site that allow you to share your communications, information, photos or other content (“User Content”) with us and with other users of the Site. You must not send, upload or transmit any User Content of any type that infringes or violates any rights of any party or violates this Terms of Use. By providing any User Content on the Site you grant us a non-exclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, perform, translate, create derivative works from, distribute, and display such User Content anywhere in the world and through any media for any purpose.

You represent and warrant to us:

- You own or control all rights in and to the User Content and have the right to grant the license granted above.
- All of your User Content does and will comply with this Terms of Use.

You understand and acknowledge that you are responsible for any User Content you submit or contribute, and you, not we, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

4. PROHIBITED USES. You may use the Site only for lawful purposes and in accordance with this Terms of Use. You must not use the Site:

- In any way that violates any applicable federal, state, local, or international law or regulation.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any “junk mail,” “spam,” or any other similar solicitation.
- To impersonate or attempt to impersonate us, any of our employees, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Site, or which, as determined by us, may harm us or users of the Site, or expose them to liability.
- To transmit, post, publish or send any unlawful, threatening, defamatory, obscene, scandalous, deceptive, fraudulent, tortious, obscene, pornographic, inflammatory, profane or infringing material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law.
- To express or imply that we endorse any statement or posting you make, or any products or services you may offer.

Additionally, you must not:

- Use any robot, spider, or other automatic device, process, or means to access the Site for any purpose, including scraping, monitoring or copying any of the material on the Site.

- Use any device, software, or routine that interferes with the proper working of the Site.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer, or database connected to the Site.
- Otherwise attempt to interfere with the proper working of the Site.
- Reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Site.
- Remove any copyright, trademark or other proprietary rights notices from the Site or from materials originating from the Site.
- Encourage anyone else to do any of the above.

5. ENFORCEMENT AND TERMINATION OF SITE USE. We have the right to remove or refuse to post any User Content for any reason in our sole discretion. In addition, we have the right to:

- Disclose your identity or other information about you (1) to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy and (2) as applicable to cooperate with any law enforcement authorities or court order.
- Take appropriate legal action for any illegal or unauthorized use of the Site.
- Terminate or suspend your access to all or part of the Site for any reason.

6. INDEMNIFICATION. Except to the extent prohibited by law, you agree to defend, indemnify, and hold us, our officers, directors, employees, agents, licensors and suppliers, harmless from and against any claims, actions or demands, costs, liabilities, and settlements including without limitation, reasonable legal and accounting fees, arising out of your use of or activities in connection with the Site or any allegation that User Content from you infringes or violates the intellectual property rights of others, or that otherwise arises out of your violation of this Terms of Use.

7. WAIVER, DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY. We do not guarantee or warrant that files available for downloading from the internet or the Site will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to the Site for any reconstruction of any lost data.

The Site may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, aggregators, and/or reporting services. All statements expressed in these materials, and all articles and responses to questions and other content, other than the content provided by us, are solely the opinions and the responsibility of the person or entity providing those materials.

If the Site contains links to other sites and resources provided by third parties, these links are provided for your convenience only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-

party websites linked to this Site, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

WE DO NOT EXTEND ANY WARRANTIES IN THE TERMS OF USE.

TO THE MAXIMUM EXTENT ALLOWED BY LAW, YOU FOREVER RELEASE AND DISCHARGE U.S. SKI & SNOWBOARD FROM ANY AND ALL LOSS, LIABILITY, DAMAGE (WHETHER INDIRECT, CONSEQUENTIAL, OR INCIDENTAL) OR CLAIM OF ANY KIND OR NATURE, WHETHER KNOWN OR UNKNOWN, WHETHER IN LAW OR IN EQUITY, WHETHER NOW EXISTING OR ACCRUING IN THE FUTURE, ARISING OUT OF OR IN CONNECTION WITH THE TERMS OF USE OR SITES.

YOU WAIVE, RELEASE, AND DISCHARGE, HOLD HARMLESS, AND COVENANT NOT TO SUE U.S. SKI & SNOWBOARD (INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS), AND/OR ANY HOSTING ORGANIZATION, FROM ANY CLAIMS, LOSSES OR DAMAGES OF ANY KIND ARISING FROM OR IN ANY WAY CONNECTED WITH THE SERVICES, INCLUDING CLAIMS, LOSSES OR DAMAGES ARISING FROM OR OCCURRING AS A RESULT OF THE NEGLIGENCE OF ANY PARTY, EXCEPT IN CASES OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

ANY LIABILITY ARISING UNDER OR RELATING TO THE TERMS OF USE OR OUR SITE SHALL BE LIMITED TO USD 1,000. WE SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES REGARDLESS OF THE LEGAL THEORY UNDER WHICH A CLAIM IS BROUGHT.

8. GOVERNING LAW. You agree to give us an opportunity to resolve any problem, dispute or claim relating in any way to the Site or any of its related applications or products/services, including any dealings with us, our marketing and customer service agents, or the performance of any services or products offered through the Site or any representations from us (each a “Claim” and collectively “Claims”). You must send us a written notice of the Claim by selecting “Terms of Use - Dispute Notice.” via our webform on our [Contact Us](#) page. You and us each agree to negotiate your Claim in good faith. If we cannot resolve your Claim within 60 days of receiving your notice at this address, you may pursue your Claim as explained in this section.

The Terms of Use will be governed and interpreted pursuant to the laws of the State of Utah, without reference to Utah conflict of law rules.

9. NO WAIVER. No waiver of any term of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and our failure to assert any right or provision under the Terms of Use shall not constitute a waiver of such right or provision.

10. MISCELLANEOUS. If any part of these Terms of Use is unlawful, void, or unenforceable, solely that part, to the minimum extent possible, will be deemed severable, and will not affect the validity or enforceability of any remaining provisions. Specific services, promotions and sections of this Site may include additional terms and requirements, and those additional terms and requirements will supplement these Terms of Use with respect to the items to which they apply. We may revise or modify this Site and these Terms of Use without notice.

11. ENFORCEMENT AND SEVERABILITY. Our failure to enforce any right or provision of these Terms of Use will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by our duly authorized representative. Except as expressly set forth in these Terms of Use the exercise by either party of any of its remedies under these Terms of Use will be without prejudice to its other remedies under these Terms of Use or otherwise. If any term or condition in these

Terms of Use is deemed invalid, void, or unenforceable, that term or condition shall be deemed severable and shall not affect the validity and enforceability of any remaining term or condition.

12. CONTACT

The Site is operated by U.S. Ski & Snowboard located at 1 Victory Lane, Park City, Summit County, State of Utah, 84060

All notices of copyright infringement claims should be sent via the contact form on our [Contact Us](#) page. It is our policy, in appropriate circumstances, to terminate repeat infringers.

All other feedback, comments, requests for technical support, and other communications related to the Site should be sent via the contact form on our [Contact Us](#) page

Effective Date: November 30, 2024