

INFORMATION

2018-2019 Jack Creek Road Access For Madison County Skiers & Snowboarders

Folks around Madison County who love winter WANT to ski and snowboard at Big Sky Resort! We also appreciate the privilege to access Big Sky Resort via private access through Jack Creek Road. To get a Jack Creek Road pass for recreating at Big Sky Resort you must:

1) PURCHASE any 2018-2019 Big Sky Resort season pass including the Moonlight pass, Montana pass, or M-Bar-T pass.

- ☐ At least one member of your family must purchase the lift product.
- ☐ If you are a non-skiing parent and expect your child will be a participant in the M-BAR-T program, you are not required to purchase an adult season pass to get access to Jack Creek Road to take your child to recreate.
- ☐ Provide proof of purchase of one of the above products in order to qualify for the road pass. *Resort products that are conditional qualifiers for Jack Creek Road access are subject to change. Buy yours early to get the best pricing!*

2) COMPLETE the Jack Creek Road Access Application Packet, which includes:

- ☐ Jack Creek Road Use Agreement signed by all adult driving members
- ☐ Copy of receipt of your Resort product (see above) or copy of your season pass
- ☐ Copy of each adult's driver's license
- ☐ Copy of your vehicle insurance id card (2 vehicles maximum under one road pass)
- ☐ Proof of residency or ownership in Madison County, Montana. Your tax record works great, find yours at: <http://svc.mt.gov/msl/mtcadastral/>. Other acceptable proof is a copy of a recent utility bill / water bill, or the like.
- ☐ Payment for road use fee: \$180.00, payable to the Ennis Chamber of Commerce. If you pay by credit card, the charge is \$185.

*The Ennis Chamber of Commerce will NOT issue passes without ALL DOCUMENTATION and completed application forms.

3) SUBMIT the complete Jack Creek Road access application packet to the Ennis Chamber of Commerce:

☐ **STOP BY: Every Thursday from November 1, 2018 to April 18, 2019 from 9am-4pm**

☐ EMAIL: madvalleyskiclub@gmail.com

☐ MAIL to: Ennis Chamber of Commerce
201 E Main Street, Ennis, MT 59729
406-682-4388

☐ INFO & APPLICATION are also available at the Mountain Services offices at the Mountain Village and Madison Base Area, but the passes are issued only by the Ennis Chamber of Commerce.

PLEASE NOTE: MVSC Passes are processed ONLY on Thursdays. Please plan ahead!

IMPORTANT CONTACTS

2018-2019 Jack Creek Road Access

For Madison County Skiers & Snowboarders

Cellular phone coverage is intermittent on Jack Creek Road until you come out of the canyon

<u>In case of an Emergency</u>	<u>Dial 911</u>
<u>Madison County Sheriff and Emergency Services</u>	<u>(406) 543-5301</u>
<u>Big Sky Sheriff</u>	<u>(406) 995-4880</u>
<u>Big Sky Resort Security</u>	<u>(406) 995-5827</u>
<u>D&D Auto (Towing – Ennis side)</u>	<u>(406) 522-1056 pager, (406) 570-9872 cell</u>
<u>Canyon Towing (Towing – Big Sky side)</u>	<u>(406) 995-4577</u>
<u>Montana Avalanche Advisory</u>	<u>http://www.mtavalanche.com/</u>
<u>MT Road & Weather</u>	<u>(800) 266-7623</u>
<u>Big Sky Resort Snow Phone</u>	<u>(406) 995-5900</u>
<u>Big Sky Resort At Your Service</u>	<u>(406) 995-5000</u>
<u>Big Sky Resort Ski Patrol Dispatch</u>	<u>(406) 995-5880 or (406) 995-5525</u>

MAIN POINT OF CONTACT FOR ROAD PASS AND INSURANCE VERIFICATION

Halley Perry, Executive Director
Ennis Chamber of Commerce, 201 E Main St, Ennis, MT 59729
406-682-4388
madvalleyskiclub@gmail.com

Gate Code Emails

Jen Clayton, Moonlight Service Department service@moonlightbasin.com

Big Sky Resort Skier Services (ticket and pass sales)

Season Pass Office in the Mountain Plaza, 50 Big Sky Resort Road, Big Sky, MT 59716
(406) 995-5741 phone

REPORT INCIDENTS & VIOLATIONS TO THE MOONLIGHT SECURITY TEAM 406-640-0771

RULES & REQUIREMENTS

2018-2019 Jack Creek Road Access

For Madison County Skiers & Snowboarders

- 1) The purpose of the Jack Creek Road Pass for skiers and snowboarders is solely for patronizing Big Sky Resort. If you use this road access privilege for any other purpose, such as commuting to/from work, your road pass will be revoked without refund.
- 2) Your Jack Creek Road access pass can be used in one OR the other vehicle stated on your pass; it is not intended that you have 2 vehicles on the road at the same time.
- 3) Road access is available daily between the hours of 7:45am and 7:45pm during the 2018-2019 ski season.
- 4) The private section of Jack Creek Road is gated and is opened by entering a code into the keypad at the top and bottom. This code changes on the 3rd Thursday of every month. Road pass holders will be provided notice, via email only from service@moonlightbasin.com, prior to the gate code change each month. Please be reminded that road use is private and the gate code is confidential and Jack Creek Road pass permit holders are not allowed to give this code to anyone. Make sure to check your "Junk Mail" for the emails.
- 5) Hang your Jack Creek Road Access Pass permit from the rear-view mirror of your vehicle, or in plain visible sight by oncoming traffic while driving on the private section of Jack Creek Road.
- 6) Stop for Resort Security so they can validate your road pass.
- 7) Drivers must operate their vehicle in a most safe and courteous fashion. This means:
 - No Tailgating. No funny business, spinning out or reckless driving will be tolerated.
 - No speeding, the posted limit is 25 mph. Conditions often warrant a slower speed.
 - Yield to road maintenance.
 - Keep vehicle headlights ON at all times.
 - If you get stuck on Jack Creek Road routinely or are involved in an at-fault accident on Jack Creek Road, your road access privileges may be revoked.
 - Negative attitudes, rudeness, threats, fights, or disruptive conduct will not be tolerated. If you are involved in an accident while on the private road, please call 911 for assistance. All accidents must also be reported to Moonlight Security within 24 hours, at (406) 640-0771.
- 8) **DRIVERS MUST:**
 - Be 18 years or older, submitted a signed Jack Creek Road Use Agreement with your application.
 - Operate your motor vehicle in accordance with all applicable private, state and federal laws.
 - Use 4-wheel drive or all-wheel-drive vehicles only, equipped with a shovel and a tow rope. Clearance can be an issue with low profile AWD vehicles. Always be safe, pack warm clothes & boots and be prepared for changing conditions.
 - Possess a current & valid driver's license, motor vehicle registration and auto insurance.

Please reference the Jack Creek Road Use Agreement for further information.

FAILURE TO ABIDE BY THE ABOVE WILL RESULT IN YOUR PASS BEING REVOKED AND PASS FEES WILL NOT BE REFUNDED

APPLICATION FOR ROAD ACCESS CONDITIONAL USE & INDEMNIFICATION AGREEMENT
2018-2019 Jack Creek Road Access
For Madison County Skiers & Snowboarders

In consideration for permission to use the Big Sky Roadway, a/k/a Jack Creek Road, I, the undersigned, do hereby agree to the fullest extent permitted by law, as follows:

- 1) I acknowledge and agree the road use permit being issued gives me a *temporary, revocable, non-transferable license* to use the Big Sky Roadway (hereinafter "Road") and my use of the Road is subject to private road rules as posted on signs at the gated entrances of the Road, as set forth herein and as otherwise deemed necessary by MB MT Acquisition LLC (hereinafter "Moonlight").
- 2) I agree to provide all requested information to Moonlight prior to using the Road, including a current valid driver's license and current acceptable proof of vehicle insurance. I agree to pay a fee for use of the Road as required by Moonlight.
- 3) I agree to operate a 4-wheel drive or high clearance all-wheel drive vehicle, equipped with a tow strap and shovel, in a safe manner at all times and in accordance with the private road rules and public law, which include but are not limited to: no reckless driving, no speeding, no tailgating, no off-road travel or exploration, no hunting, no fishing, no hiking, no motorcycles, ATV's or bicycles are permitted no **GUNS, WEAPONS, ALCOHOLIC BEVERAGES OR ILLEGAL SUBSTANCES** are allowed to be consumed or in vehicles traveling the Road.
- 4) Each and every person must obtain their own individual permit to use the Road (hereinafter "Permit"). **No person is permitted to give any other person permission to use the Road or the gate code that is assigned to that person's individual Permit. Every driver and request to use the Road must be approved in advance by Moonlight. The Permit is only valid for the dates on the face of the Permit, if you are found to be traveling on the Road on an expired pass you will be subject to prosecution for trespass.**
- 5) If I breakdown or get stuck, I am responsible for getting a tow immediately. I understand and agree that I shall not leave an abandoned vehicle; and if I do it may be towed at my expense or seized and you will be fined. **Call D&D Towing at 406-682-3857/406-682-3972 or Canyon Towing 406-995-4577 for assistance.** These companies have access to the Road. **If I am involved in an accident, I agree to notify Moonlight at my earliest convenience at (406) 640-0771.**
- 6) Moonlight has the authority in its sole and absolute discretion to deny or limit use of the road at any time, regardless of fees paid. I understand that any use of the road outside of the terms and conditions set forth by Moonlight is strictly prohibited and Moonlight shall have the right to take any action it deems appropriate, including but not limited permanently revoking any right to road use, reporting to the law enforcement authority and/or prosecuting in a court of law.
- 7) I understand and agree the Road is a primitive road and there are dangers and risk associated with vehicle operation on this Road, including but not limited to, changing road conditions (including washouts and slides), changing weather conditions, collisions with other vehicles, equipment and objects, road closures, going off the road or getting stuck, limited visibility, driver's ability to control the vehicle, the vehicles ability to navigate under any condition, **limited cellular telephone service** and the Road is located in a rural area that is sparsely populated. I acknowledge the existence of the risks and accept such risks without reservation.

8) Aware of the risk and willing to assume them, I do hereby, on behalf of myself, all passengers in my vehicle, my heirs, executors, administrators, legal representatives, assigns and successors in interest, to the fullest extent permitted by law, hereby release MB MT Acquisition LLC, Big Sky Resort LLC, Ennis Chamber of Commerce and their affiliated or parent companies, subsidiaries, officers, directors, members, managers, employees, and agents ("Released Parties") from any and all claims by me in any way connected with my use of the Road, both in law and in equity, in any way arising out of or resulting from damage to property or personal injury, conscious suffering, or death sustained by me. Release from liability includes loss, damage, or injury resulting from intentional acts, failure to act, negligence, or any other cause or causes; except where caused by the gross negligence or willful or wanton misconduct of any of the Released Parties. This Agreement shall bind me and any and all relatives, personal representatives, heirs, beneficiaries, next of kin, subrogees or assigns who might pursue any legal action or claim on my behalf.

9) I on behalf of myself further agree I WILL DEFEND, INDEMNIFY AND HOLD HARMLESS the Released Parties against all claims, demands and causes of action. This indemnification shall include an obligation to pay all damages, judgments, settlements, expenses, costs of court, consultant or expert fees, attorney fees and other expenses of any kind associated with such claims, including all costs of defense regardless of whether such claims are successfully or unsuccessfully prosecuted. This Agreement extends to all claims of every kind and nature whatsoever, whether known or unknown.

10) Moonlight may assign its rights and obligations under this Agreement to its successors at any time.

11) Venue and jurisdiction for interpretation and enforcement of this agreement shall be in State District Court in Madison County, Montana, or in a Federal District Court in Montana.

12) The failure of Moonlight to insist upon the strict performance of any given provision of this Agreement shall not constitute a waiver of or estoppels against asserting the right to require that performance in the future.

13) In the event that any term, condition, or provision of this Agreement is declared void or unenforceable in a court of law, the remaining terms, conditions, and provisions of this Agreement shall remain valid and enforceable.

This Agreement shall be effective until terminated in writing by Moonlight. I have carefully read this Agreement, understand it and agree to its terms.

ADULT #1 PRINT NAME	ADULT #1 SIGNATURE	DATE
---------------------	--------------------	------

ADULT #1 DRIVERS LICENSE # ADDRESS	MAILING ADDRESS	EMAIL
---------------------------------------	-----------------	-------

ADULT #2 PRINT NAME	ADULT #2 SIGNATURE	DATE
---------------------	--------------------	------

ADULT #2 DRIVERS LICENSE # ADDRESS	MAILING ADDRESS	EMAIL
---------------------------------------	-----------------	-------

VEHICLE #1: YEAR, MAKE, MODEL, COLOR EXPIRATION _____	LICENSE PLATE #	INSURANCE (month/ date/ year)
--	-----------------	-------------------------------

VEHICLE #2: YEAR, MAKE, MODEL, COLOR EXPIRATION _____	LICENSE PLATE #	INSURANCE (month/ date/year)
--	-----------------	------------------------------

METHOD OF PAYMENT: Credit Card (complete below)	Check # _____	<input type="checkbox"/> CASH
Credit Card # _____	Expiration Date: _____	
Name as appears on card: _____		Billing Zip_Code: _____
Cardholder Signature: _____		Date: _____

***We need to add Billing Zip Code for card payments.**

Please submit this Application-Agreement with the following:

- ✓ **Enclose payment \$180.00 to Ennis Chamber of Commerce**
- ✓ **Copy of each Adult Applicant’s driver’s license**
- ✓ **Copy of the current vehicle insurance card for each vehicle listed above**
- ✓ **Copy of your Madison County property tax record or recent utility bill as proof of residency**
- ✓ **Copy of receipt of your Big Sky Resort lift product or copy of your season pass**

Your application will not be processed if any information is not attached or completed.

Questions? Contact: Halley Perry, Ennis Chamber of Commerce, madvalleyskiclub@gmail.com, 406-682-4388