

## Annual Pass Terms & Conditions

**PLEASE REVIEW THESE TERMS AND CONDITIONS CAREFULLY AS THEY INCLUDE IMPORTANT INFORMATION ABOUT YOUR SKYPARK AT SANTA'S VILLAGE ANNUAL PASS AND YOUR LEGAL RIGHTS. AS DETAILED BELOW, ALL DISPUTES RELATING IN ANY WAY TO YOUR ANNUAL PASS WILL BE RESOLVED THROUGH MANDATORY BINDING ARBITRATION IN ACCORDANCE WITH THIS AGREEMENT. YOU UNDERSTAND THAT BY AGREEING TO ARBITRATION, YOU ARE WAIVING YOUR RIGHT TO RESOLVE DISPUTES IN A COURT OF LAW BY A JUDGE OR JURY EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT.**

By purchasing a SkyPark at Santa's Village Annual Pass, you are purchasing a limited license to enter SkyPark at Santa's Village. SkyPark at Santa's Village Annual Passholders and their Annual Passes are subject to and must comply with the below terms and conditions, as well as any other applicable terms, conditions, or agreements.

### **GENERAL:**

1. Each Passholder must follow the SkyPark at Santa's Village procedures to have an acceptable personal photo associated with their Pass for identification purposes, and a Pass must be used by the same person on any and all park visits and all benefits associated with the Pass. A Passholder without an acceptable personal photo on file will not be allowed admission into SkyPark at Santa's Village or redemption of their passholder discounts or benefits. Photos on file for active Passholders must be periodically updated with current photos. At this time, adults must replace their photos every ten (10) years and children (under the age of 18) must replace their photos every three (3) years. Further identification may be required.
2. Passes are not valid for private, premium or special events and activities that are not open to the general public.
3. Passes are nonrefundable and are nontransferable temporary licenses that entitle licensees—i.e., Passholders—to visit SkyPark at Santa's Village, subject to the terms and conditions set forth herein. Because they are limited licenses, Passes remain the property of SkyPark and may be revoked at SkyPark's discretion. Restrictions apply as described in these terms and conditions, including, but not limited to, capacity constraints, and closures. Passes may not be redeemed for cash or used for commercial purposes and are void if altered or misused.
4. The park, restaurants, attractions, entertainment, products, services, and offerings may be modified or limited in capacity or availability; are subject to change, closure, cancellation, and discontinuance without notice or liability due to rehabilitation, refurbishing, capacity, seasonal considerations, weather, low demand, government or other authority guidance or order, pandemic-related restrictions, guidance from health experts, special events, or any other reason without liability to SkyPark or its affiliates; and are not guaranteed. No refunds or credit given for any such changes or cancellations.
5. Each Passholder assumes the inherent risks associated with the operation of all rides and attractions and are required to read and sign the liability waiver.

6. SkyPark reserves the right to cancel, suspend or revoke any Pass or deny park admission to any Passholder at any time for any reason. SkyPark reserves the right to require a Passholder to leave the SkyPark at Santa's Village premises if they are (i) not complying with any health, safety or other requirements of SkyPark at Santa's Village, (ii) using profanity or offensive language towards SkyPark Employees or other Guests or (iii) violating any other park rules. A Passholder must abide by any rules and regulations applicable to SkyPark at Santa's Village or to the use of the Passes as promulgated by SkyPark from time to time.

**RENEWALS:** A "renewal" is the purchase of another year (or specified period of the Pass if different than a year) of Pass benefits during the renewal window as specified by SkyPark and on or before the expiration date of a currently existing and valid Pass. Pass types may be made available for renewal in SkyPark's discretion. Any renewal discounts are valid during the dates specified for such discounts, but in no event shall such discounts apply after the applicable current Pass's expiration date. The renewed Pass will automatically be activated on the day after the expiration date of the original Pass.

**BENEFITS/DISCOUNTS:** A Passholder must present their valid Pass wristband prior to purchases or offer redemption to receive any applicable benefits and discounts. Further identification may be required. Benefits and discounts are nontransferable, revocable, subject to exclusions, restrictions, and change or cancellation without notice or liability, and may not be combined with any other offer or promotion. Such benefits and discounts are for personal use only and may not be used for any commercial purpose or for the benefit of others including, without limitation, to obtain or purchase items or services with the intent to resell such items or services, or to share benefits with persons who are not the Passholder.

Please ask about any applicable discounts or benefits at a location prior to purchase. Benefits and discounts are determined solely by SkyPark and may change or be cancelled without notice or liability. No credit or refunds will be given on a Pass for the non-use of any portion of a Pass's benefits, discounts, or other entitlements.

**PASS WRISTBANDS:** Each Passholder must carry and present a current Annual Passholder wristband upon entry into SkyPark at Santa's Village property. A non-refundable fee of five dollars (\$5.00) (or such fee amount as designated by SkyPark) will be required to replace a lost or forgotten wristband. Minors must be accompanied by a parent or guardian to receive their wristbands.