

Terms & Conditions

Thank you for choosing ULLRini Ski School, a Division of Ullr, Inc. These Terms were last updated on the November 27, 2024.

Please read these terms of service ("Terms") carefully as they contain important information regarding what the Website is, how it works, what Ski School Services are offered, booking services, postponements, rescheduling, fees, and how you can use the Website and Ski School Services as well as your legal obligations, rights and remedies.

What Our Website offers

ULLRini Ski School provides the Website ("Website") which connects the Ski School ("Ski School") with customers seeking the Ski School's Services ("Services") in accordance with these Terms. Other services and products may be added to the Website from time to time. The Website is accessible at www.ullrini.com.

Before you proceed you must accept these Terms of Service as follows

WHETHER YOU ARE A CUSTOMER OR USER, BY CONTINUING TO BROWSE, ACCESS AND/OR USE THIS WEBSITE, YOU ARE AUTOMATICALLY CONSENTING AND AGREEING THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS, WHETHER OR NOT YOU HAVE REGISTERED WITH OUR SITE TO BE A CUSTOMER.

IF YOU DO NOT AGREE TO THESE TERMS, OR ARE OTHERWISE BARRED FROM ENTERING INTO A BINDING AGREEMENT ON THESE TERMS, DO NOT PROCEED TO USE OUR WEBSITE.

Please also read carefully our Privacy Policy which will be deemed to be incorporated in these Terms.

Once you accept or agree to these Terms you are contracting with us, ULLRini Ski School ("we", "Website Owner", "us" or "our" which expressions will include Ullr, Inc, our subsidiaries, agents, sub-contractors, successors and assigns).

1. Definitions used in these Terms

"Booking Summary" means the details of the Services and Service Fees which have been booked and paid for by you. A copy of this is sent to you via email, text or other appropriate communication.

"Collective Content" means Customer Content and ULLRini Ski School Content.

"Content" means text, graphics, images, music, software, audio, video, information, links, metatags, code and any other material of whatever nature which appears on or embedded in the Website which is owned or licensed by ULLRini Ski School, including any Content licensed from a third party, but excluding Customer Content.

"Customer" means any person who has registered with ULLRini Ski School in order to be able to book and pay for any Services with the Ski School via the Website.

"Customer Content" means all Content that a Customer posts, uploads, publishes, submits, transmits or includes in their Customer profile on the Website or in communications with ULLRini Ski School.

"ULLRini Ski School" means ULLRini Ski School, a division of Ullr Inc., (registration number 91-0876169) with a principal place of business at the Summit at Snoqualmie Ski Resort, Summit Central, and a business mailing address of 2901 266th Ave SE, Sammamish, WA 98075.

"Services" or **"Lessons"** means; ski instruction and such other services which may be added or changed from time to time, to be provided and delivered by the Ski School.

"Service Fees" means the amounts set by the Ski School which are due and payable by a Customer in exchange for the Ski School's Services.

"Ski School" means; ULLRini Ski School, a division of Ullr Inc. (registration number 91-0876169) with a principal place of business at the Summit at Snoqualmie Ski Resort, Summit Central, and a business mailing address of 2901 266th Ave SE, Sammamish, WA 98075.

"Tax" or **"Taxes"** mean any sales taxes, goods and Website taxes or other withholding taxes imposed by the relevant fiscal authority on activities and transactions via the Website.

"Website Owner", "we", "us", or "our" means ULLRini Ski School.

"User" means any visitor to the Website that is not registered as a Customer.

"you" and **"your"** means you as a Customer or (where applicable) a user.

2. Modification of the Site, Website, Content and Terms

ULLRini Ski School reserves the right, at its sole discretion, to modify the Website or these Terms at any time and without prior notice. If we modify these Terms, we will either post the modification on the Website or otherwise provide you with notice of the modification. We will also update the "Last Updated" date in the introduction of these Terms. By continuing to access or use the Website after we have posted a modification on the Website or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the Website.

3. How the ULLRini Ski School Website Works

ULLRini Ski School makes available a Website and booking system for the Ski School, to enable us to advertise Services to Customers, provide customer service and sales support and take payment from Customers for the Services.

4. Customer Account Registration details and warranties

To book any Services on our Website, you become a Customer by registering your details with us, either directly on the Website or over email, phone or other forms of communication with ULLRini Ski School.

In registering your details, you represent and warrant:

- (i) that your own personal details are true, accurate, complete and up-to-date;
- (ii) that you are not personally barred, restricted, or limited for any reason from registering with us and/or booking and/or receiving any Professional Service, for example, under any health, safety, civil, criminal, behavior or offender register under the laws of any country worldwide;

5. Booking a Service/Lesson

ULLRini Ski School is responsible for honoring any confirmed bookings and making available the Services which are arranged, booked and paid for by the Customer through the Website.

Bookings for all lessons are non-transferable. You will be required to provide ULLRini Ski School with the following information about the lesson participants;

- (a) For private lessons; the number of lesson participants, the names of the participants, ages of the participants, ski ability levels of the participants (fully described in our levels guide online) for children (anyone under the age of 18) details of any medical illnesses, physical disabilities or learning difficulties that the instructor should be aware of.
- (b) For adult or children's group lessons; the names of the participants, ages of the participants, ski ability levels of the participants (fully described in our levels guide online) for children (anyone under the age of 18) details of any medical illnesses, physical disabilities or learning difficulties that the instructor should be aware of.

You must provide us with the correct information regarding the ability level of the participants taking part in the Services, specifically for any ski school group lesson services. In the event you provide us with incorrect information and the participant/s is booked in to the incorrect ski school group for their ability level, if we are unable to move the participant/s in to the correct level group (either due to it being full already or unavailable for any reason) we reserve the right to remove the participant/s from the group and refund the Service Fees. Please ensure you read our level descriptions and book skiers into the most suitable group level for their ability, if in doubt please contact the Ski School team, who can provide further guidance.

For children's ski school group lessons our minimum age is 6 years old and the maximum age is 17 years old, if we believe your child is either below the minimum age or above the maximum age, we may request proof of their age by requesting an official identification document, such as a passport, in the event they do not meet the minimum or maximum age requirements, we reserve the right to remove the child from the group and retain the full Service Fees.

Check-In Requirements

The meeting point for the Services will be agreed at the time of booking, for any ski school group lesson, the meeting point is fixed and the lessons will begin and end at this designated location. Unless otherwise agreed all lessons must end at the designated Ski School meeting point.

Please be at the class meeting area 10 minutes before the scheduled start time for your lesson. To ensure you arrive on time, please plan your travel and parking time accordingly. Travel and parking time increases drastically on weekends and holidays. We recommend arriving at the mountain at least 30 minutes prior to the start of your lesson.

6. Payment for Services

Unless otherwise arranged in writing your booking with the Ski School is only confirmed once you have paid the full balance for the Services **and returned a fully executed, signed liability waiver to the Ski School.**

You will be asked to provide the customary billing information such as name, billing address and credit/debit card information either to ULLRini Ski School or our third-party payment processor(s). You agree to pay ULLRini Ski School for any confirmed bookings made in connection with your ULLRini Ski School Account in accordance with these Terms by one of the methods described on the Website, e.g. by credit/debit card or other payment provider.

You hereby authorize ULLRini Ski School to collect such amounts from your registered card or payment provider.

If you are directed to ULLRini Ski School's third-party payment processor(s), you may be subject to additional terms and conditions governing use of that third party's service and that third party's privacy policy for their personal information collection practices. Please review such terms and conditions and privacy policy before using their services. Once paid, your confirmed booking transaction is complete, you will receive a confirmation email summarizing your confirmed booking (Booking Summary).

Please note that ULLRini Ski School is in no way responsible for the fees that may be charged to a Customer by his or her bank or credit/debit card company for the collection of Ski School Service Fees thus ULLRini Ski School **DISCLAIMS ALL LIABILITY FOR SUCH FEES.**

Payment Processing Errors

We will take steps to rectify any payment processing errors that we become aware of and investigate those you notify us of. These steps may include crediting or debiting (as appropriate) the same payment method used for the original pay-out or payment by you, so that you end up receiving or paying the correct amount. You agree to us doing this.

7. Cancellation, Booking Changes and Refunds

Cancellation or booking change by a Customer

Lesson bookings can be changed for no additional fee if the change is requested more than 30 days before the first lesson date and are subject to lesson availability.

Students who do not show up for their lesson will forfeit their lesson and no refund will be given.

Conditions apply for customer-incurred events such as major physical impairment and relocation. All refunds after the first lesson date will be pro-rated.

Bookings may be cancelled up to 4 weeks (28 days) in advance of the first session and is refundable minus a \$120 processing fee.

All cancellations or refund requests must be made in writing by e-mail to rob_croston@comcast.net accompanied with the student's name and reservation number.

Cancellations and refund requests that are made after lessons have begun will be prorated based on the number of lessons remaining.

Cancellation or booking change due to conditions or by the Ski School

Service Fees will not be refunded in the event of bad weather, lack of snow, or grooming conditions

If I-90 and The Summit at Snoqualmie are open, services will continue as scheduled. This is a mountain environment with varying weather and road conditions that sometimes require chains for pass travel. Plan accordingly by calling 511 from your cell phone or checking the link to road conditions on the website.

In the event of an unexpected closure of Interstate 90 or the unexpected closure of The Summit at Snoqualmie, customers will be notified as soon as possible and services will be rescheduled.

8. Customer/User Conduct and Prohibited Activities

You understand and agree that you are solely responsible for compliance with any and all laws, rules, trading standards, regulations and obligations that may apply to your use of the Website and Content.

Prohibited Activities on our Website

In connection with your use of the Website you may not and you agree that you will not, nor will you attempt to do or permit anyone else to do so on your behalf (with or without your knowledge) or otherwise:

- violate any local, state, national, international or other law, rules, trading standards, regulations or the order of a court of competent jurisdiction;
- access or use our Website to use, expose or allow to be used or exposed, any ULLRini Ski School Content or Collective Content:

(i) that is not publicly displayed by ULLRini Ski School on its Website;

(ii) any Booking Summaries or the identities of any Customer or details of Customer bookings;

(iii) that is in any way inconsistent with our Privacy Policy or these Terms of Service;

(iii) that in any way violates the privacy rights or any other rights of ULLRini Ski School Customers, users or any other third party;

- use the Site, Content or Collective Content for any commercial or other purposes that are not expressly permitted by these Terms;
- copy, store, extract, download or otherwise access or use any information contained on the Website for purposes not expressly permitted by these Terms;
- infringe the rights of any person or entity, including without limitation, their intellectual property, privacy, publicity or contractual rights;
- disclose any personal details of any Customer, their address, contact details or the nature of any Professional Services which they require;
- interfere with or damage our Website, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, malware, spyware, flood pings, denial-of-service attacks, backdoors, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology now available or later conceived;
- use our Website to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their express permission, personal contact information or credit/debit card or payments details or account numbers;
- use our Website or Collective Content in connection with the distribution of unsolicited commercial email, text or other communication ("spam") or advertisements related or unrelated to us, our Website, our Customers, Ski School Services or otherwise;
- use automated scripts to collect information from or otherwise interact with the Website or Collective Content;
- use, display, mirror or frame the Website, Content or Collective Content, or any individual element within the Website, Content or Collective Content, ULLRini Ski School's name, any ULLRini Ski School trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page in the Website, without ULLRini Ski School's express written consent;
- access, tamper with, or use non-public areas of the Website, ULLRini Ski School's computer systems, network or the technical delivery systems of ULLRini Ski School's providers;

- probe, scan or test the vulnerability of any ULLRini Ski School system, network Website or breach any security or authentication measures;
- avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by ULLRini Ski School or any of ULLRini Ski School's providers or any other third party (including another Customer or user) to protect the Website, Customer Content and/or Collective Content;
- forge any TCP/IP packet header or any part of the header information in any email, text or other communication or newsgroup posting, or in any way use the Website, Content, Customer Content and/or Collective Content to send altered, deceptive or false source-identifying information;
- decipher, decompile, disassemble or reverse engineer (or attempt to) any of the software used to provide the Website, Customer Content and/or Collective Content;
- permit, encourage or assist any third party (knowingly or otherwise) in doing or attempting to do any of the foregoing.

ULLRini Ski School has the right to fully investigate and prosecute violations of any of the above and any other breaches of these Terms permitted by all applicable laws.

Customer Conduct when partaking in Services

In connection with your use of the Services you agree to the following;

(a) You will ensure a responsible adult drops off and collects children from the designated meeting point at the beginning and end of each lesson. In the event you are going to be late for drop off or pick up please notify us via phone or email. All ski school group lessons will leave the meeting point at the time Services are due to begin.

(b) If a participant in the Services is being disruptive or doing anything that puts the safety of other lesson participants, other skiers on the mountain or the Ski School instructor/s at risk the Ski School reserves the right to remove the skier from the lesson and retain the full Service Fees.

(c) All Customers are strongly encouraged to wear a helmet at all times when partaking in the Services.

(d) When an instructor is delivering the Services they may take photos of the participants whilst they are partaking in the Services, this includes children under the age of 18. The instructors may also use photography and videos in order to give feedback and instruction. We may use the images or footage for marketing purposes, if you do not wish us to use imagery or footage of you or your children please inform us at the time of booking.

Links

The Website may contain links to third-party websites or resources. You acknowledge and agree that ULLRini Ski School is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products or services on or available from such websites or resources.

Links to such websites or resources do not imply any endorsement by ULLRini Ski School of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources or the content, products on or available from such websites or resources.

9. Privacy and Data Protection

You agree that ULLRini Ski School's Privacy Policy (as the same may be updated from time to time) governs ULLRini Ski School's collection and use of your personal information. The following is the outline of our current policy procedures but it is still your obligation to read our full privacy policy.

(a) By proceeding to use the ULLRini Ski School Website, Customers and users consent that ULLRini Ski School may process their personal data (including that which they include in their Account registration and Content which they give ULLRini Ski School voluntarily) and which ULLRini Ski School collects in accordance with the ULLRini Ski School Privacy Policy.

(b) ULLRini Ski School may use your personal data to gather feedback regarding your activities and experience you may have with our Website and Collective Content. This helps our business improve and develop by assembling useful information from our Customers, users and others.

10. Copyright, Patents, Trade Marks, Database Rights, Design Rights, Moral Rights and Other Intellectual Property Rights relating to the Site, Customer Content and Collective Content.

(a) Each Customer and user acknowledges and agrees that any and all of ULLRini Ski School owned copyright, trademarks, service marks, trade names, patents, database rights, design rights, moral rights and other intellectual property rights used in or in connection with the Website, Content, ULLRini Ski School Content and Collective Content and including but not limited to any and all variations, adaptations, translations or derivatives thereof whether or not computer-generated or using any AI software or tool are and shall remain the sole property of ULLRini Ski School and each Customer and user only uses the same for the purposes of using the Website and such other services as ULLRini Ski School may provide.

11. LIABILITY DISCLAIMERS.

ULLRini Ski School, a division of Ullr, Inc. requires a signed Assumption of Risk and Liability Release with the following specifications;

I am aware that skiing and snowboarding are hazardous sports that include certain risks and dangers including, and not limited to, the risk of extremely serious injuries such as traumatic brain

injury, paralysis, or death. I voluntarily accept full responsibility for all risks involved including risks inherent in skiing or snowboarding, riding chairlifts, and being in the Ski Area/Mountain environment. ☐ All equipment used while participating is used at my own risk and its maintenance and adjustments are my responsibility. Only qualified ski repair professionals should adjust bindings. All ski boots and bindings, new or used, should be marked with a “DIN” number to verify meeting industry standards. ☐ I accept my responsibility to ski or snowboard safely and in control at all times, to learn and to abide by the “Your Responsibility Code”, Ski Area & Ski School rules and posted behavior notices. ☐ On behalf of myself and/or my minor child, I agree that I will not sue or make a claim against Ullr Inc. and its DBA entities, Bellevue Ski Council, Pacific Outdoor Club, Husky Winter Sports Club, Boyne USA Inc., or any of its owners, officers, agents, or subsidiaries, including but not limited to, Ski Lifts Inc., and the U.S. Government or any of (their/its) employees, agents contractors, subsidiaries, officers (“Released Parties”) for any loss, liability, injury or damage resulting from any cause, including NEGLIGENCE AND BREACH OF WARRANTY, which arises out of my and/or my child’s participation in any activity at the ski area, including but not limited to, use of the slopes, equipment, or any of the facilities or services on the premises. ☐ On behalf of myself and/or my minor child, I further agree to RELEASE, HOLD HARMLESS, DEFEND and INDEMNIFY Ullr Inc. and its DBA entities, Bellevue Ski Council, Pacific Outdoor Club, Husky Winter Sports Club, Boyne USA Inc., or any of its owners, officers, agents, or subsidiaries, including but not limited to, Ski Lifts Inc. and the U.S. Government or any of (their/its) employees, agents, contractors, subsidiaries, officers (“Released Parties”) for any loss, liability, injury, damage, or expense including reasonable attorney fees, which may arise out of my and/or my child’s participation as described above, including claims based on NEGLIGENCE OR BREACH OF WARRANTY. This release is also binding as to any other person, including all family members, heirs, and executors. I further agree that this agreement shall be governed by the laws of the State of Washington without regard to choice of law rules, and that exclusive jurisdiction and venue shall be in the state or federal courts of King County, Washington. ☐ If I am signing on behalf of a minor: I accept full responsibility for all medical expenses and claims related to the minor’s participation in any activity as described above. I agree to RELEASE, HOLD HARMLESS, DEFEND and INDEMNIFY the Released Parties from all claims brought by or on behalf of the minor, including claims based on alleged NEGLIGENCE AND BREACH OF WARRANTY. Should any claim be brought in contravention of this agreement, I agree to that I shall be liable to the Released Parties for any and all legal expenses, INCLUDING ATTORNEY FEES, incurred by the Released Parties in defending this matter. ☐ I grant permission to ULLRini Ski School, Ullr, Inc. and its agents or employees to use any images taken of me during the school day for use in any printed or electronic publications and hereby waive any right to royalties or other compensation arising from or related to the use of the images.

12. Customer Complaints and Reporting Misconduct

If you feel the Service has not fulfilled or delivered the advertised Services or there was an issue during or associated to the Service, in the first instance you should talk to the instructor delivering

the Services and thereafter you should contact ULLRini Ski School immediately or at the latest, within 24 hours of the Services taking place. At its sole discretion ULLRini Ski School will remedy the situation to the best of its ability, which may result in a refund, credit, or change of instructor.

If you feel another Customer is acting or has acted inappropriately, including but not limited to anyone who (i) engages in offensive, violent or sexually inappropriate behavior; (ii) engages in any other disturbing conduct you should immediately report such person to the police or other appropriate authorities. You should then report the same to ULLRini Ski School and give us details of your police report/incidence number. We may then take such action if so required to assist in the incident if required by the police or under the applicable law.

14. Important General Terms

These Terms constitute the entire and exclusive understanding and agreement between ULLRini Ski School and you as a Customer or users of the Website, Collective Content, and in relation to any booking or provision of Services via the Website. These Terms supersede and replace any and all prior oral or written understandings or agreements between ULLRini Ski School and you as a Customer or user.

Force Majeure

No party will be under any liability to the other party in respect of anything which, apart from this provision, may constitute breach of these Terms arising by reason of force majeure, namely, circumstances beyond the control of any party which shall include (but shall not be limited to) acts of God, perils of the sea or air, fire, flood, drought, plagues, pandemics such as the global disruption caused by Covid-19, similar health or welfare issues, explosion, sabotage, cyber security attack, accident, embargo, riot, acts of war (declared or undeclared), terrorism, civil commotion or lockdown, including acts, declarations or similar authoritative pronouncements by any local, national or international governments and/or parliamentary or other authorities; inability to provide the Website, Collective Content, Services, third party services, products, materials; breakdown of the internet, transmission, telecommunication, electrical power, provision of any essentials or support; inability to pay for the same directly or indirectly attributable to a force majeure event; labor or product shortages for any reason or labor disputes or disruptions of whatever nature and for whatever cause arising including (but without prejudice to the generality of the foregoing) work to rule, overtime bars, strikes and lockouts, lockdowns and whether between either of the parties and any or all of its employees and/or any other employer and any or all of its employees and/or between any two or more groups of employees (and whether of either of the parties or any other employer).

Notices

Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing in English and given by the party sending such notice either (i) via email (in each case to the address that the parties use to communicate

hereunder or otherwise provide) or (ii) by ULLRini Ski School posting on the Website. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

Waiver

(a) Failure or neglect by ULLRini Ski School to enforce at any time any of the provisions hereof will not be construed nor will be deemed to be a waiver of ULLRini Ski School's rights hereunder nor in any way affect the validity of the whole or any part of these Terms nor prejudice ULLRini Ski School's rights to take subsequent action.

(b) Each Customer waives any right to bring any claim or action against ULLRini Ski School for any loss, damage or injury arising from any Customer's use of the Website, Content, Customer Content and/or Collective Content, third party suppliers/providers arising in any way by use of the Website or any Customers account details or passwords or by any other matter relating to these Terms.

Severability

In the event that any of these terms, conditions or provisions will be determined by any competent authority to be invalid, unlawful or unenforceable to any extent such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid and enforceable to the fullest extent permitted by the applicable law.

Third party beneficiary

These Terms do not and are not intended to confer any rights or remedies upon any person other than ULLRini Ski School and Customers. Notwithstanding the foregoing, the parties agree that the credit/debit card or other payment providers are third party beneficiaries under these Terms for purposes of enforcing provisions related to payments, but that their consent or agreement is not necessary for any changes or modifications to these Terms.

Contacting ULLRini Ski School

If you have any questions about these Terms, please contact ULLRini Ski School at rob_croston@comcast.net or 206.947.6717.