

Tomamu Ski Area Terms of Use

Article 1: Purpose

Use of the ski area operated by HOSHINO RESORT TOMAMU CORPORATION (hereafter referred to as “the Company”) for skiing and other snow-related sports and recreational activities shall be carried out in accordance with these Terms of Use. Any matter not stipulated in these Terms of Use shall be in accordance with the provisions of laws and regulations, any matters not specified in laws and regulations shall be in accordance with Standards for Ski etc. Safety in Japan (Japan Ski Safety Measures Association, August 1994 edition) and general customary practices.

Article 2: Warnings

1. We have made the utmost effort to protect the safety of users of the ski area we operate, but we ask that all users fully understand the items of the following paragraph, and safely use the ski area without incident.
2. Skiing (for snowboarders and other snow-related sports users, replace “skiing” as “snowboarding” and any other snow gliding activity) has risks and dangers that should be avoided by the users. Risks and dangers of the activity, including but not limited to:
 - (1) Danger from snow, wind, fog, snowfall, blizzard, and other weather conditions;
 - (2) Danger from cliffs, bumps, gullies, streams, and other geographical features;
 - (3) Danger from icy ski trail, drifts, non-compacted snow, avalanche, and other snow conditions;
 - (4) Danger from rocks, trees, and other natural obstructions;
 - (5) Danger from ski lift equipment, buildings, snowmobiles, and other man-made obstructions;
 - (6) Danger from collision with other skiers; and
 - (7) Danger from your own mistakes.
3. Do not leave the managed areas within the ski area and do not leave the designated courses.
4. Do not leave children unattended.
5. The ski area and operating company are not responsible for any accident resulting from ignoring and/or disregarding the warnings specified but not limited to Article 2 and Article 3
6. A person who cannot consent to the matters set forth in Paragraph 2 to Paragraph 5 in Article 2 will not be allowed to ski in the ski area.

Article 3: Code of Conduct

When using the ski area operated by the Company, please comply with the following code of conduct:

- (1) Do not harm or threaten other persons;
- (2) Control your speed to match the terrain, weather, snow quality, your ability, your physical condition, congestion, and other conditions, and choose skiing methods to ensure that you can stop at any time to avoid danger;
- (3) Do not interfere with the skiing of others;
- (4) When passing someone, create enough distance;
- (5) When you begin to ski, merge, or cross a slope, look carefully at the course to determine whether your action will be safe;
- (6) Do not sit on the course. Do not stop at any spot that is narrow and/or cannot be seen. If you fall, quickly move away from the course;
- (7) When climbing, walking, or stopping, use the edge of the course;
- (8) Skis, snowboards and snow sliding equipment must have retention devices attached;
- (9) Obey bulletins, flags, announcements on public address systems, and other warnings, and follow the instructions of ski patrol and ski area personnel;
- (10) If an accident occurs, cooperate with rescue operations and warnings; and regardless of whether you were involved in the accident or if you were a witness, you must identify yourself.

Article 4: Responsibility of Users

1. If we suffer damage or incur expenses because a user of the ski area violated laws, regulations, or these Ski Area Terms of Use, we will seek compensation for such damage and payment of incurred expenses from such user.
2. If a user of the ski area leaves the managed areas of the ski area in violation of the provisions of Article 2, Paragraph 3, and such user or accompanying person requests rescue operations, we will engage in rescue operations independently or with the cooperation of related authorities. After the completion of rescue operations, we will specify the details of personnel expenses, snow equipment expenses, cableway operation expenses, lighting electricity expenses, and other expenses, and seek payment of the same.
3. We will not be responsible for any theft of skis, snowboards, snow gliding equipment, or other items that occurs in the ski area operated by the Company and/or in the parking areas; the foregoing will not apply if there was any willful misconduct or negligence on our part.

Supplementary rules.

These terms of use shall come into effect on November 1, 2014.

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