

Ski Resort Usage Agreement

Article 1 (Purpose)

The usage regulations of this ski resort (hereinafter referred to as 'these regulations') are aimed at maintaining and improving the safety of users and preventing accidents in relation to the use of the Kandatsu Snow Resort (hereinafter referred to as 'this ski resort'), managed by Kandatsu Resort Co., Ltd. (hereinafter referred to as 'the company').

Article 2 (Scope of application)

All users of this ski resort are subject to these terms and conditions, as well as other regulations set by our company, including the transportation terms for the ropeway business and infection prevention measures. Users are considered to apply for use upon agreeing to these terms, which constitute the formation of a usage contract. Matters not stipulated in these terms will be governed by relevant laws, and for matters not specifically provided for by law, general customs will apply.

Article 3 (Notice)

At this ski resort, we make every effort to ensure the safety of our users. However, we would like to inform you that there are inherent specific risks associated with "skiing, snowboarding, and all other snow sports and activities (hereinafter collectively referred to as 'skiing, etc. or skiers, etc.')." Users have the obligation to understand this and to take responsibility for anticipating and avoiding these risks as part of their safety management.

(1) Dangers associated with weather such as snowfall, blizzards, wind, rain, dense fog, and lightning.

※Includes whiteout (a situation where the surrounding conditions, the elevation, and the unevenness of the snow surface are difficult to discern due to the weather).

(2) Dangers associated with terrain such as cliffs, steep slopes, trenches, valleys, and irregularities.

(3) Dangers due to snow conditions and surface states such as ice, deep snow, little snow, crevasses (cracks), and avalanches.

※Including tree wells (deep holes formed beside trees) and tree holes (ground exposed around trees due to snowmelt in early spring), etc.

(4) Hazards caused by natural obstacles such as standing trees, stumps, bushes, grass, rocks, stones, exposed soil, and waterways.

(5) Danger from collisions with artificial structures such as lift pillars, equipment, buildings, certification equipment, signs, ropes, nets, and mats.

(6) Danger of collision with snowmobiles, snow groomers, and other heavy machinery on snow vehicles.

(7) Risks associated with the use of slopes and attractions such as the snow park and sledding area.

(8) The danger caused by skiers and others exceeding their speed.

(9) Danger due to self-fall

(10) Danger of collision with other skiers and so on.

(11) Hazards due to fatigue, illness, alcohol, drugs, and other physical conditions.

(12) Hazards due to the use of inappropriate tools and poorly maintained equipment.

(13) Other dangers similar to these.

- 2 Those who cannot agree to or comply with these terms and conditions will be denied access to the ski resort. Additionally, even after usage or purchase, we may take measures such as the return, confiscation, or suspension of IC tickets, and may also implement expulsion measures. In such cases, we will not be able to respond to any refunds of the costs incurred by the user, valuables, or other expenses.
- 3 Our employees may ask users to present their IC tickets for confirmation of ticket inspection, ticket type, validity, ownership, etc. Due to security measures and other reasons, you cannot refuse to present your ticket when requested.
- 4 Before using the facilities, please check the course, restricted areas, and management areas on the official map of our ski resort.
- 5 The use of the lift is governed by this agreement in addition to the separately established 'Cableway Transportation Agreement.' Furthermore, the use of tickets, lockers, and other facilities is subject to the separately established regulations and guidance at each location.

Article 4 (Code of Conduct)

When using this ski resort, please adhere to the following rules of conduct.

- 1 You must not hurt or threaten other users.
- 2 You must control your speed according to the conditions such as terrain, weather, snow quality, skill level, physical condition, and crowding, and choose to glide in a way that allows you to slow down or stop in order to avoid danger at all times.
- 3 Do not obstruct the skiing of users in front.
- 4 When overtaking other users, you must maintain a sufficient distance between yourself and the other user.
- 5 When starting to slide, merging, or crossing slopes, you must carefully look around and ensure safety.
- 6 You must not sit down during the course. You must also be cautious about stopping in narrow places or areas where visibility is limited from above. When you fall, you must quickly clear the course.
- 7 When climbing, walking, or stopping on the course, you must use the edge of the course within the limits permitted by this ski resort.
- 8 Skiing, snowboarding, and other equipment used for sliding on snow must be equipped with a flow stopper.
- 9 You must follow the instructions of signs, announcements, and the patrol and ski resort staff.
- 10 When involved in an accident, you must report it and cooperate with rescue efforts, regardless of whether you are a participant or a witness, and clarify your identity.
- 11 Please understand the boarding method in advance before using the lift.
- 12 If you feel anxious about getting on the lift, please ask the lift staff nearby for assistance before boarding.
- 13 When boarding the lift, please be careful that the straps or cords of bags, backpacks, clothing, etc. do not get caught on the seats.
- 14 When boarding the lift, snowboarders should attach the flow stop and fold down the high back.
- 15 For lifts with a safety bar, please lower the safety bar before use.
- 16 While riding the lift, please do not do the following:
 - (1) Jumping off the chair and shaking the chair.
 - (2) Fooling around or turning your back on the chair.
 - (3) Touching pillars or lift equipment with stock and so on.
 - (4) Throwing away garbage from the lift.

- 17 When using slope attractions such as snow parks, make sure to operate within your own abilities and skill level.
- 18 When using slope attractions such as snow parks, make sure to check the landing area and the surrounding safety before use.
- 19 When patrol staff and snow vehicles are in operation on the course, users must prioritize their work and operations, and should stop or slow down, giving them ample space to proceed.
- 20 At this ski resort, you are not allowed to use any sliding equipment other than what is permitted by our company.
- 21 Please do not allow your child to act alone in places where guardians or companions cannot see them.
- 22 Please cooperate with the infection prevention measures set by the country, local governments, relevant organizations, and this ski resort.
- 23 We recommend getting injury insurance and liability insurance in advance to prepare for accidents or injuries at the ski resort.

Article 5 (Prohibitions)

The following activities are prohibited at this ski resort.

- 1 Entering or skiing in areas outside of operating hours, closed courses, off-course areas, forbidden zones, or outside of managed areas.
- 2 Acts that threaten or hinder the skating, safety, or use of other users.
- 3 The act of stopping or sitting for a long time within the course.
- 4 The act of approaching, sliding against, moving, or damaging artificial structures, installations, or natural obstacles.
- 5 The act of approaching snowmobiles, snow groomers, and other heavy machinery such as snow vehicles.
- 6 Acts that do not follow the instructions of our employees such as patrols.
- 7 Acts that intentionally disrupt the operation of the lift.
- 8 Acts of improperly using or buying and selling lift tickets, etc.
- 9 The act of using this ski resort while in a state of physical and mental abnormality (including the effects of fatigue, fever, extreme intoxication, drugs, etc.).
- 10 Bringing food and drinks, including alcoholic beverages, into the facility.
- 11 The act of leaving or discarding items (including personal belongings and food) and garbage (including cigarette butts) in places other than the designated areas.
- 12 Smoking (including electronic cigarettes and heated tobacco) outside of designated areas such as during a lift ride.
- 13 Bringing hazardous materials into this ski resort.
- 14 Activities such as climbing or walking the course without our permission or outside the designated areas.
- 15 Unauthorized actions to create and install ramps, bumps, poles, items, and play equipment on courses, etc. without our permission.
- 16 Without our permission, engaging in operations, sales, promotions, advertisements, solicitations, or business activities at this ski resort.
- 17 Engaging in activities such as lessons for profit without our permission.
- 18 Flying a drone without our permission.
- 19 Acts such as camping, outdoor activities, and cooking without our permission.

20 The act of releasing animals in this ski resort without our permission.

21 In addition, acts similar to these and acts prohibited by laws and regulations.

Article 6 (Refusal of use and measures for removal, etc.)

Our company will refuse the use of this ski resort in cases where users fall under any of the following categories. In such cases, even if you have already used or purchased, we may take measures such as return, confiscation, suspension of IC tickets, etc., as well as expulsion.

- (1) When the application for use or the use of this ski resort violates these terms or other regulations.
- (2) When the use of this ski resort is against legal regulations or public order or good morals.
- (3) When we are asked for special burdens or demands that cannot be generally accommodated by our company.
- (4) When the user's condition is recognized as difficult to ensure safety for using the ski resort (e.g., in a state of drunkenness, etc.).
- (5) In the event that the use of this ski resort is hindered due to natural disasters or other unavoidable circumstances.
- (6) When there is a failure to follow the instructions of our employees during patrols or when violent behavior towards employees is observed.
- (7) When the user is a designated organized crime group or a designated organized crime group member under the "Act on Prevention of Unjust Acts by Organized Crime Groups" and is also a member of antisocial groups.
- (8) In addition to what is stated in the previous articles, when there is a justifiable reason.

2 Our company may refuse subsequent entry to the relevant user if we have taken any measures or exit measures.

3 When our company takes any measures or expulsion actions, we will not be able to respond to any refunds or reimbursements for costs, money, or other expenses incurred by the user.

Article 7 (Restrictions on use, etc.)

Our company may suspend or restrict the use of all or part of the ski resort if it is judged that there is a risk to the safety of users due to reasons based on weather, natural disasters, or other forces of nature.

2 Our company may restrict the use of certain parts of this ski resort due to inspection or maintenance of the tournament/course or temporary closure.

Article 8 (Burden of search and rescue costs)

If you enter closed courses, off-course areas, restricted areas, or management areas due to actions that violate these terms, and we receive a request for search and rescue from you or your family/friends, you will be charged a fee, and all costs incurred during that activity (see below) will be billed to the person being rescued or the person who requested the search and rescue.

2 At our discretion, we may report to the police, fire department, and other authorities, and request their deployment.

3 As a result of the preceding section, there may be additional costs incurred by various agencies, such as private rescue teams and helicopter deployments. In this case, a direct charge will be made to the person requiring assistance or to the requester of the search and rescue, separately from our company.

4 When we receive a request for search and rescue activities from the police, fire department, etc., as in the previous item, all costs for the activities will be charged.

※Main cost items related to search and rescue (Our company)

Cost items	Payment	Application	Remarks
Search and rescue personnel	20,000 yen	1 hour per person	
Headquarters personnel	10,000 yen	1 hour per person	
Snow plow ・ Company heavy machinery	50,000 yen	1 hour per unit	Including the operator
Snowmobile ・ ATV	10,000 yen	1 hour per unit	
※In addition, all costs related to search and rescue activities, such as lighting fees, lift operation fees, facility fees, equipment fees, and catering fees, will be charged.			

Article 9 (Claim for damages)

If the company suffers damage due to the user's intentional actions or negligence, the company may claim damages from the relevant user.

2 Our company shall bear no responsibility for any accidents, injuries, property damage, loss, theft, etc. that occur among users or between users at this ski resort (including parking lots and facilities), and shall not be liable for any damages.

3 Regarding the previous item, this does not apply in cases where our company has intentional misconduct or gross negligence.

Article 10 (Change of these terms and conditions)

Our company may amend these terms and conditions without obtaining the consent of users, based on the provisions of the Civil Code, in the event that a change is necessary. However, prior to the enforcement of the amendments, a reasonable advance notice period will be established and communicated, and unless otherwise specified by our company, the revised terms and conditions will be posted on the official website of the ski resort.

Supplementary provisions (Established on August 31, 2021) This agreement will come into effect on September 1, 2021.

Supplementary provisions (Revised on October 8, 2021) This agreement will be implemented from October 9, 2021.

Supplementary provisions (Revised on August 31, 2022) This agreement will come into effect on September 1, 2022.