

SKI SUNDOWN

2023-2024 GROUP PARTICIPANT INFORMATION & PROGRAM AGREEMENT

Group Name: Simsbury Culture, Parks and Recreation **Day of Visit:** Tuesdays
Registration Deadline Friday, November 10, 2023 (Any Participant forms submitted after are subject to a \$25 late fee)

★ SECTION 1 (PLEASE PRINT ONLY)

Participant Name: _____ Birth Date: _____

Parent Name: _____ Email*: _____

Address: _____ Town: _____ State: _____ Zip: _____

Contact Phone: _____ Cell Phone: _____

**Your information may be used to send you future promotional offers/communications from Ski Sundown only. This information is kept by Ski Sundown for our exclusive use and is not sold or distributed to outside parties.*

★ SECTION 2 SELECT ONE FROM EACH CATEGORY (Lessons require skill level*, see Section 3):

Program Choice: Lift & Lesson* Lift Only Season Passholder Lesson* BUS Only

Ski or Snowboard: Ski Snowboard

Rental Equipment: No (Does not need rental) Yes (if yes, complete Rental Information below in Section 4)

★ SECTION 3 CIRCLE YOUR SKILL LEVEL (choose only ONE skill level)

Ski Sundown groups skiers/ boarders into four categories according to skill level. These skill levels are vital in helping the Snow Sports School make proper class assignments. In order for your child to get the most out of their lesson, it is extremely important that you make an honest and accurate assessment of your child's abilities. The following descriptions are provided to help in this assessment.

Ski - Skill Level/ Lesson Content (CHECK BOX)

- First Time - New to the sport.** Ready to learn the basics on equipment, turning, stopping and chair lift procedures.
- Novice** - Using the chair lift and can ski independently making wedge turns on beginner terrain. Ready to discover linking turns, changing the size, shape and rhythm of turns, pole use, skating and introduction to parallel turns.
- Intermediate** - Exploring intermediate terrain making small wedge or beginning parallel turns. Ready to build more confidence by skiing many different turn shapes and sizes on more challenging terrain and in different conditions.
- Advanced** - Making consistent parallel turns on advanced terrain. Ready to explore all the mountain has to offer by learning the skills and tactics that it takes to ski steeper terrain, moguls and variable snow conditions.

Snowboard - Skill Level/ Lesson Content (CHECK BOX)

- First Time - New to the sport.** Ready to learn the basics on equipment, turning, stopping and chair lift procedures.
- Novice** - Using the chair lift and can snowboard independently controlling the direction and speed on beginner terrain. Ready to discover speed control through heel and toe edge movements and intro to linking turns.
- Intermediate** - Exploring intermediate terrain using linked turns to control direction. Ready to learn speed control through turn shape and intro to carving and ground tricks.
- Advanced** - Making carved turns on advanced terrain. Ready to discover advanced carving skills, switch riding, moguls or intro to aerials.

IMPORTANT!
Check off
 The participant has viewed Ski Sundown's Safety Video and Safety Guidelines at skisundown.com.
CONTINUED ON NEXT PAGE

All participants must sign the Program Agreement on the back of this form (parents must also sign for participants under age 18).

★ SECTION 4 RENTAL INFORMATION (Complete ONLY if renting equipment for the Program)

Renter's Name: _____ Male/Female: _____

Renter's Height: _____ Weight: _____ Shoe Size: _____ Age: _____ 1st Time?

Skier Type (see below for explanation): I II III **Snowboard Type:** Left foot forward Right foot forward

Cautious Skiing At Lighter Release/Retention Settings

- Type 1 Skiers** ~ Ski conservatively ~ Prefer slower speeds ~ Prefer easy, moderate slopes ~ Favor lower than average release/retention settings. This corresponds to an increased risk of inadvertent binding release in order to gain increased releaseability in a fall. ~ Type 1 settings apply to entry level skiers uncertain of their classification.

Moderate Skiing At Average Release/Retention Settings

- Type II Skiers** ~ Ski moderately ~ Prefer a variety of speeds ~ Ski on varied terrains including most difficult trails ~ Are all skiers who do not meet all the descriptions of either Type I or Type III

Aggressive Skiing At Higher Release/Retention Settings

- Type III Skiers** ~ Ski aggressively ~ Normally ski at high speeds ~ Prefer steeper and more challenging terrain ~ Favor higher than average release/retention settings. This corresponds to decreased releaseability in a fall in order to gain a decreased risk of inadvertent binding release.



**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
EQUIPMENT RENTAL, AND BINDING ARBITRATION AGREEMENT**

PLEASE READ CAREFULLY

Skiing and snowboarding involve risk of serious injury, including death, caused by hazards inherent in the sport of skiing. Participation in the sport of skiing, no matter what type equipment you are using or the event or program that you have chosen to participate in, is a voluntary act on the part of the participant and where applicable the participant’s parent(s) or legal guardian(s) [the participant and the participant’s parent(s) and/or legal guardian(s) are collectively referred to herein as “Participant”].

PARENT(S)/LEGAL GUARDIAN(S): Only allow your child to participate in the sport of skiing if your child:

- Appreciates the risks involved in the sport;
- Knows his/her/their own capabilities and limitations regarding the sport of skiing;
- Is capable of exercising common sense.

The use of helmets is strongly recommended. If you and/or your child decide not to use a helmet, you do so at your own risk.

WAIVER OF CLAIMS, ASSUMPTION OF RISK; RELEASE; INDEMNIFICATION

In consideration of being allowed to participate in the sport of skiing at Ski Sundown, Inc. (“Ski Sundown”), the Participant hereby agrees, to the fullest extent permitted by law, as follows:

- 1) **TO WAIVE ALL CLAIMS** that they have or may have against Ski Sundown arising out of the inherent risks of the sport of skiing;
- 2) **TO ASSUME ALL RISKS INHERENT IN THE SPORT OF SKIING;** and
- 3) **TO RELEASE** Ski Sundown, its owners, affiliates, officers, directors, employees, agents, and shareholders, and all manufacturers and distributors of equipment from all liability for any loss, damage, injury, or expense that the Participant (or Participant’s next of kin) may suffer, arising out of the inherent risks of participation in the sport of skiing;
- 4) **TO INDEMNIFY** and hold harmless Ski Sundown for any loss or damage including any that results from claims or lawsuits for personal injury, death, or property loss and damage arising from Participant’s participation in the sport of skiing at Ski Sundown.

The Participant acknowledges and agrees that the inherent hazards and risks of participating in the sport of skiing are in addition to those referenced in *Connecticut General Statutes § 29-212*. The Participant also acknowledges that this agreement does not, in any way, change the rights or obligations of Ski Sundown or the Participant, as set forth in *Connecticut General Statutes § 29-211, et. seq.*, other than as set forth in this agreement.

ACKNOWLEDGEMENT OF EQUIPMENT INSTRUCTIONS

Participant hereby agrees that Participant will not use any equipment until Participant has received instructions on its use and fully understands its use and function. Participant agrees to verify that the visual indicator settings to be recorded on any rental forms agree with the number appearing in the visual indicator windows of any equipment listed on the form.

EQUIPMENT RENTAL AND RELEASE FROM LIABILITY AND WAIVER OF CLAIMS

Participant accepts for use the equipment rented to Participant by Ski Sundown (the “Equipment”) and accepts full responsibility for its care while it is in Participant’s possession. Participant is responsible for the replacement, at full retail value, of any Equipment which is not returned and is responsible for the costs of repairing any damage to the Equipment, other than normal wear and tear.

SKI EQUIPMENT: Participant understands that the ski-boot bindings system which Participant has rented will not release at all times nor under all circumstances, nor is it possible to predict every situation in which it will release. Participant understands that the ski-boot bindings system is, therefore, no guarantee of Participant’s safety. Participant has accurately represented to Ski Sundown Participant’s height, weight, age, and skiing ability, recognizing that some or all of these factors may affect the settings of the ski-boot bindings system.

SNOWBOARD EQUIPMENT: Participant understands that the snowboard bindings system, which Participant has rented, is a non-release system. Participant understands that the snowboard bindings system is no guarantee of Participant’s safety.

Participant hereby agrees to the fullest extent permitted by law, as follows:

- 1) **TO WAIVE ALL CLAIMS** that Participant has or may have against Ski Sundown and all manufacturers and distributors of the Equipment, caused by the use of the Equipment and/or the inherent risks of the sport of skiing, as defined in Conn. Gen. Stat. § 29-211, *et seq.*;
- 2) **TO ASSUME ALL RISKS INHERENT IN SKIING;**
- 3) **TO RELEASE** Ski Sundown and all manufacturers and distributors of the Equipment, from all liability for any loss, damage, injury, or expense Participant (or Participant’s next of kin) may suffer, caused by the use of the Equipment and/or the inherent risks of the sport of skiing.
- 4) **TO INDEMNIFY** and hold harmless Ski Sundown and the manufacturers and distributors of the Equipment for any loss or damage including any that results from claims or lawsuits for personal injury, death, or property loss and damage arising from Participant’s use of the Equipment.

BINDING ARBITRATION

Participant hereby agrees to submit to binding arbitration any dispute arising from: (1) this Agreement, (2) Participant’s use of Ski Sundown, and/or (3) any claims against the manufacturers and/or distributors of the rental Equipment. For such disputes, there shall be a three-member arbitration panel, consisting of two party-appointed arbitrators (one arbitrator to be appointed by each party) and one neutral arbitrator (collectively, the “Panel”), to be chosen by the party-appointed arbitrators. In the event that the two party-appointed arbitrators are not able to agree on a third, neutral arbitrator, the neutral arbitrator shall be appointed by the United States District Court, for the District of Connecticut. Each party shall pay its own costs, including the costs associated with the party-appointed arbitrators, and the parties shall share equally the costs associated with the neutral arbitrator. The arbitration proceeding shall proceed in West Hartford, Connecticut, and shall be governed by the Federal Rules of Evidence. The substantive laws of the State of Connecticut shall apply. The Panel shall establish a reasonable and appropriate discovery schedule to expeditiously resolve this matter. If the dispute arises from a personal injury or death, the first phase of the arbitration shall be to determine whether said injury or death arose from a hazard/risk inherent in the sport of skiing. In the event that the Panel determines the alleged injury/death arose from a hazard/risk inherent in the sport of skiing, the claim shall be deemed barred, as a matter of law, and the Participant and Participant’s Parent(s) and/or Guardian(s) shall be barred from recovering any compensation from Ski Sundown. In the event that the Panel determines the alleged injury did not arise from a hazard/risk inherent in the sport of skiing, the Panel may, at its discretion, allow for additional discovery and evidence, and then it shall decide any remaining issues on the merits.

Photo/Video Release: Participant hereby grants permission to Ski Sundown to use Participant’s photograph, video tape, motion picture recording, or any other record of Participant’s use of its facilities for legitimate purposes, including advertising, marketing, and social media

PARTICIPANT HAS READ AND UNDERSTANDS THIS AGREEMENT AND IS AWARE THAT BY SIGNING THIS AGREEMENT PARTICIPANT MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Participant’s Signature: _____ Date: _____

Printed Participant’s Name _____

Parent/Guardian Signature: _____ Date: _____

Parents or Guardians must also sign if the Participant is UNDER 18.

