

**SKI SUNDOWN**  
**2009-10 GROUP PARTICIPANT INFORMATION & WAIVER/RELEASE**

Group Name \_\_\_\_\_

**SECTION 1 (Please print):**

Skier Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Parent's Name \_\_\_\_\_

Address \_\_\_\_\_ Town \_\_\_\_\_ Zip \_\_\_\_\_

Contact Phone \_\_\_\_\_ Emergency Phone \_\_\_\_\_ Email \_\_\_\_\_

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.

**Please check the following:**

Skier \_\_\_\_\_ Snowboarder \_\_\_\_\_ Lesson & Lift \_\_\_\_\_ Lift Only \_\_\_\_\_ Passholder Lesson \_\_\_\_\_

Renting: No \_\_\_\_\_ Yes \_\_\_\_\_ **IF YES, FILL OUT RENTAL INFO ON BACK**

**PLEASE CHECK SKILL LEVEL(necessary for group lesson assignment)\*: 1 \_\_\_ 2 \_\_\_ 3 \_\_\_ 4 \_\_\_ 5 \_\_\_ 6 \_\_\_**

\*See Group Information handout for explanation.

**SECTION 2**

**I have discussed the Group Information handout with my child. I understand that anyone not following the rules of Ski Sundown may be dismissed from the program with no refund.**

\_\_\_\_\_  
**Parent/Guardian signature**

**SECTION 3**

**Release and Waiver of Claims:** In purchasing this Group Program, I acknowledge and recognize that the sport of skiing, as defined in *Conn. Gen. Stat. § 29-211, et seq.*, involves inherent risks, dangers, and hazards which can cause serious personal injury or death. As such, I hereby freely assume and voluntarily accept all known and unknown risks of serious injury or death while using the ski area. I further acknowledge and recognize that the best way to reduce the risk of serious injury or death is to use common sense and abide by "Your Responsibility Code." As part of the consideration for my purchase of the Group Program and for allowing me to ski at Ski Sundown, Inc. (the "Facility"), I hereby agree to the fullest extent permitted by law, as follows:

1. **TO WAIVE ALL CLAIMS** that I have or may have against the Facility, its owners, affiliates, officers, directors, employees, agents, and shareholders, caused by 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** the Facility, its owners, affiliates, officers, directors, employees, agents, and shareholders, from all liability for any loss, damage, injury, or expense I (or my next of kin) may suffer, caused by the inherent risks of the sport of skiing. I acknowledge and agree that this agreement does not, in any way, change the rights or obligations of the Facility or me, as set forth in *Conn. Gen. Stat. § 29-211, et seq.*, other than as set forth in this agreement; **AND**
4. **I FURTHER AGREE TO INDEMNIFY** and hold harmless the Facility for any loss or damage including any that results from claims or lawsuits for personal injury, death, or property loss and damage arising from my use of the Group Program.

**Arbitration:** I hereby agree to submit any dispute arising from skiing at the Facility to arbitration, for the sole purpose of determining whether the alleged injury arises from a risk inherent in the sport of skiing. 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 Hartford, Connecticut and shall be governed by the Federal Rules of Evidence. The Panel shall establish a reasonable and appropriate discovery schedule to expeditiously resolve this matter. **In the event that the Panel determines the alleged injury arises from a risk inherent in the sport of skiing, the claim shall be deemed barred, as a matter of law, and the Participant shall be barred from recovering any compensation from the Facility. In the event that the Panel determines the alleged injury did not arise from a risk inherent in the sport of skiing, the Participant shall proceed to the Superior Court of Connecticut, or if appropriate, the United States District Court, for the District of Connecticut, for a trial de novo.**

**Acknowledgements:** In further consideration for being permitted to use the facilities, I expressly acknowledge:

1. I have read and understand this agreement and I am aware that by signing this agreement I may be waiving certain legal rights, including the right to sue.
2. I will not participate in the sport of skiing while under the influence of alcohol and drugs.
3. I recognize that I am sharing the Ski Sundown facility with other skiers and that I am responsible for their safety as well as my own.
4. I agree to observe, read and abide by any and all notices that may be posted from time to time by Ski Sundown which may pertain to my responsibility as a skier.
5. I grant permission to Ski Sundown to use my photograph, video tape, motion picture recording or any other record of my use of its facilities for legitimate purposes.

Signed \_\_\_\_\_ Parent/Guardian Signature \_\_\_\_\_

**Must be signed by both participant & parent/guardian if participant is under 18**

**THIS SIDE MUST BE COMPLETED ONLY IF RENTING**

**SECTION 4 (Please print):**

**RENTER'S NAME**

**GROUP NAME**

**RENTAL INFO**

Height \_\_\_\_\_ Weight \_\_\_\_\_ Shoe Size \_\_\_\_\_ Age \_\_\_\_\_ Male / Female  
Skier Type\*: I \_\_\_\_\_ II \_\_\_\_\_ III \_\_\_\_\_ Snowboard Type\*: Left \_\_\_\_\_ Right \_\_\_\_\_  
\* See Group Information handout for explanation.

**Equipment Rental and Release from Liability, Waiver of Claims, Arbitration Agreement**

I accept for use the equipment rented to me by Ski Sundown, Inc. (the "Equipment") and accept full responsibility for its care while it is in my possession. I will be responsible for the replacement, at full retail value, of any Equipment which is not returned, and I will be responsible for the costs of repairing any damage to the Equipment, other than normal wear and tear.

SKI EQUIPMENT: I understand that the ski-boot bindings system which I have rented will not release at all times nor under all circumstances, nor is it possible to predict every situation in which it will release. I understand that the ski-boot bindings system is, therefore, no guarantee of my safety. I have accurately represented to Ski Sundown, Inc. my 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: I understand that the snowboard bindings system, which I have rented, is a non-release system. I understand that the snowboard bindings system is no guarantee of my safety.

I hereby agree to the fullest extent permitted by law, as follows:

- 1) **TO WAIVE ALL CLAIMS** that I have or may have against Ski Sundown, Inc. 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, Inc. and all manufacturers and distributors of the Equipment, from all liability for any loss, damage, injury, or expense I (or my next of kin) may suffer, caused by the use of the Equipment and/or the inherent risks of the sport of skiing.
- 4) **I FURTHER AGREE TO INDEMNIFY** and hold harmless Ski Sundown, Inc. 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 my use of the Equipment.

**Arbitration:** I hereby agree to submit all claims against the manufacturers or distributors of the rental Equipment used by me at Ski Sundown, Inc. to arbitration. I further agree to submit any other dispute with Ski Sundown, Inc., which arises from skiing at Ski Sundown, Inc. to arbitration, for the purpose of determining whether the alleged injury arises from a risk inherent in the sport of skiing. For any dispute submitted to arbitration pursuant to this agreement, 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 Hartford, Connecticut and shall be governed by the Federal Rules of Evidence. The Panel shall establish a reasonable and appropriate discovery schedule to expeditiously resolve this matter. With regard to disputes between me and Ski Sundown, Inc., **in the event that the Panel determines the alleged injury arises from a risk inherent in the sport of skiing, the claim shall be deemed barred, as a matter of law, and the Participant shall be barred from recovering any compensation from Ski Sundown, Inc.. In the event that the Panel determines the alleged injury did not arise from a risk inherent in the sport of skiing, the Participant shall proceed to the Superior Court of Connecticut, or if appropriate, the United States District Court, for the District of Connecticut, for a trial *de novo*.**

I understand that I will be asked to sign an Equipment Rental and Release from Liability, Waiver of Claims, Arbitration Agreement each time I rent equipment for the program in which I am enrolling. I have read and understand the terms of this Equipment Rental and Release from Liability, Waiver of Claims, Arbitration Agreement.

Further, if I am signing for my child under 18 years of age, I have brought the matters raised in this application to the attention of my child and explained that he or she will have to sign an Equipment Rental and Release from Liability, Waiver of Claims, Arbitration Agreement each time equipment is rented for the program in which my child is enrolling.

X \_\_\_\_\_  
**Signature of renter**

X \_\_\_\_\_  
**Signature of parent/guardian if renter is under age of 18**

\_\_\_\_\_  
**Print parent/guardian name**