| SKI SUNDOWN, INC. RELEASE OF LIABILITY, WAIVER OF CLAIMS, EQUIPMENT RENTAL, AND ARBITRATION AGREEMENT PLEASE READ CAREFULLY. PLEASE READ CONCERNING in the sport of sking and anoshouring another inch of serious injury, including death, caused by hazards inherent in the sport of sking. Participation in the sport of sking and anoshouring another inch of serious injury. Including death, caused by hazards inherent in the sport of sking and the part of the Participation in the sport of sking and anoshouring another inch operation. PARENTES/GUARDIANS: Obly allow your child to participate in the sport of sking if shockes. Approximate the risks involved in the sport. Agreement the risks involved in the sport of sking as Ski Sandown, Inc. (the 'sucility'), the Participant, and the Participant's participant on the sport of sking as Ski Sandown. Inc. (the 'sucility'), the Participant's participant's participant's participant's participant on the sport of sking. The value of behinds is storyed in the sport of sking as Ski Sandown, Inc. (the 'sucility'), the Participant's participant' | Name | | | Email | NASTAR Registration # |
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| SKI SUNDOWN, INC. RELEASE OF LABELITY, WAIVER OF CLAIMS, EQUIPMENT RENTAL, AND ARBURATION AGREEMENT PLEASE READ CAREFULLY. White and snowbouring involve risk of serious injury, including death, caused by humans inherent in the sport of sking. Participation in the sport of sking, no matter what type equipment you are used in a serious of the event or population is a woluntary set on the part of the Participant and where applicable the Participant is parcents or participant in a se voluntary act on the part of the Participant and where applicable the Participant is parcents or participant. PARENTIS/GUARDIAN(S): Only allow your child to participant in the sport of sking: 1 expands of exercising common since. The use of heliums is strongly recommended. If you another your child deaded not not use a hulmat, you do so at your room risk. Rekease and Waiver of Labene. In consideration of hemse globaced to participant in the sport of sking: 1 expands of Claims. In consideration of hemse globaced to participant in the sport of sking is strongly recommended. If you another you can be compared to the sport of sking is participant in the sport of sking. 2) TO RELEASE Six Sundown, inc. the facility, its owners, affiliates, officers, directors, employees, agents, and alternoloders, and all manufacturer's and distributor's of equipment from all inhality for any loca, alternative prices in the participant in the sport of sking. 2) TO RELEASE Six Sundown, inc. the facility, its owners, affiliates, officers, directors, employees, agents, and alternoloders, and all manufacturer's and distributor's of equipment from all inhality for any loca, alternative prices in the recognition of the participant in the sport of sking. 2) TO RELEASE Six Sundown, inc. the facility, its owners, affiliates, officers, directors, employees, agents, and alternoloders, and all manufacturers and alternologies and alternologies and the inhality and white a strong in the participant of the participant of the participant of the participant and th | Street | | | Phone | |
| RELEASE OF LIABILITY, WAIVER OF CLAIMS, EQUIPMENT RENTAL, AND ARBITRATION AGREEMENT PLEASE READ CARFULLY. Sking and snowhearing involve risk of serious injury, including dash, caused by hazards inherent in the sport of sking. Participation in the sport of sking, no matter what type equipment you are using or the event or program that you have choose to participate in, it is a voluntary act on the part of the Participant and where applicable the Participant's parentife or guardian(s). PARENTISYGUARDIAN(S): Only allow your child to participate in the sport of sking; A procedure of executing common sense. The use of helmest is strongly recommended. If you and/or your child decide not to use a helmet, you do so at your over risk. Releases and Warter of Claims: It consideration of bring already end your child decide not to use a helmet, you do so at your over risk. Releases and Warter of Claims: It consideration of bring already end you and/or your child decide not to use a helmet, you do so at your over risk. Releases and Warter of Claims: It consideration of bring already end you and your your child decide not to use a helmet, you do so at your over risk. Releases and Warter of Claims: It consideration of bring already end you and you are considered and you and you are considered and | Town | State | Zip | Emergency Phone | |
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| 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. Refesse and Marker of Claims: Is nosiondearion of being allowed to participate in the sport of sking at \$15 its andown, inc. (the "Tucility"), the Participant, and the Participant's parent(s) or legal guardian(s) if the Participant is a minor, do hearby agree, to the fullses extent permitted by law, as follows: 1) TO NATE ALL CLAIMS that they have or may have against the Facility arising out of the interent risks of the sport of sking in the participant of risks of the sport of sking the participant of the sport of sking in a braid and the participant of risks of the sport of sking in a dialition to make referenced in Connecticut of Scing the Participant of the sport of sking in a dialition to those referenced in Connecticut of Scing the Participant of the sport of sking in a dialition to those referenced in Connecticut of Scing the Participant of the Scing of Scing (Scing and Scing and | | Knows his/her own capabilities | s and limitations | regarding the sport of skiing; | |
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| Acknowledgement of Equipment Instructions: I will not use any equipment until I have received instructions in its use and fully understand its use and function. I agree to verify 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: I accept for use the equipment rented to me by Sk Sundown, Inc. (the "Equipment") and accept full responsibility for its care while it is in my possession. 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 is, therefore, no guarantee of my safety. I have accurately represented to Ski Sundown, Inc. my height, weight, age, and sking ability, recognizing that some or all of these factors may affect the settings of the ski-boot hings system. St. NOWBOARD EQUIPMENT: I understand that the snowboard bindings system is, therefore, no guarantee of my safety. I breeby 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 sking, as defined in Conn. Gen. Stat. \$2.92-11, et seq.; 2) TO ASSUME ALL RISKS INIBERENT IN SKIING; 3) TO RELEASE Ski Sundown, Inc. and all manufacturers and distributors of the Equipment for any loss, damage, injury, or expense I (or my next of kin) may satiffer, caused by the use of the Equipment advanced to the inherent risks of the sport of sking. 4) TO INDEMNIFY and hold harmless Ski Sundown, Inc. and the manufacturers and distributors of the Equipment 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 part of sking to arbitration. Architecture is a specified to the part of sking from part of t | from all liability for any loss, d The Participant acknowledges a § 29-212. The Participant also | amage, injury, or expense that the and agrees that the inherent hazard acknowledges that this agreement | e Participant (or lands and risks of part does not, in an | his/her next of kin) may suffer, a articipating in the sport of skiing | rising out of the inherent risks of participation in the sport of skiing g are in addition to those referenced in <i>Connecticut General Statutes</i> . |
| verify 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: I accept for use the equipment rented to me by 8ki 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 repaining any damage to the Equipment and wear and tear. SKI EQUIPMENT: I understand that the ski-boot bindings systems which I have rented will not release at all times nor under all circumstances, nor is it possible to predict every stuation in which it will release. I understand that the ski-boot bindings systems, 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 brerby 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 I manufacturers and distributors of the Equipment for any loss or damage including any that results from claims on lawsuits for personal injury, death, or property loss and damage arising from my use of the Equipment for any loss or damage including any that results from claims or lawsuits for personal injury, death, or property loss a | | | | until I have received instruction | ns on its use and I fully understand its use and function. I agree to |
| 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 sking ability, recognizing that some or all of these factors may affect the settings of the ski. Doot bindings system. SNOWBOARD EQUIPMENT: 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 CLAMS 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 Com. Gen. Stat. § 29-211, et seq.; 2) TO ASSUME ALL CLAMS INTERENT IN SKIING; 3) TO RELEASE Ski Sundown, Inc. and all manufacturers and distributors of the Equipment 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. 3) TO RELEASE Ski Sundown, Inc. and all 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. 5) IFURTHER AGREE to swith all claims against the manufacturers of adistributors of the rental Equipment used by me at Ski Sundown, Inc. to arbitration. Arbitration: The Participant or his/her Parent(s) or Guardian(s) hereby agree(s) to submit any dispute arising from participation in the sport of skiing to arbitration. Arbitration: The Participant of his/her Parent(s) or Guardian(s) hereby agree(s) to submit any dispute arising from participation in the | verify the visual indicator setting Equipment Rental and Release | ngs to be recorded on any rental for se from Liability and Waiver of | orms agree with Claims: I acce | the number appearing in the visi ept for use the equipment rented | ual indicator windows of any equipment listed on the form. to me by Ski Sundown, Inc. (the "Equipment") and accept full |
| 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: I no guarantee of my safety. I nevel y agree to the fullest extent permitted by law, as follows: I) 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 INHERERT 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) TO INDEMINITY 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 used by me at Ski Sundown, Inc. to arbitration. Arbitration: The Participant or his/her Parent(s) or Guardian(s) hereby agree(s) to submit any dispute arising from participation in the sport of skiing to arbitration. Arbitration: The Participant or his/her Parent(s) or Guardian(s) hereby agree(s) to submit any dispute arising from participation in the sport of skiing to arbitration; from a hazard inherent in the sport of skiing. For such disputes, there shall be a three member arbitration panel, consisting of two party-appointed arbitrators (and arbitrators and arbitrators and arbitrators and arbitrators are not able to agree on a third, neutral arbitrator, the skiing. For such disputes, there shall be a three member arbitration panel, consisting of two party-appointed arbitrators are not able to agree on a third, ne | responsible for the costs of reposits SKI EQUIPMENT: I understand situation in which it will release | airing any damage to the Equipmond that the ski-boot bindings system. I understand that the ski-boot | ent, other than no tem which I have t bindings syster | ormal wear and tear. e rented will not release at all ti n is, therefore, no guarantee of | mes nor under all circumstances, nor is it possible to predict every my safety. I have accurately represented to Ski Sundown, Inc. my |
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| 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, 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. 5) I FURTHER A GREE to submit all claims against the manufacturers or distributors of the rental Equipment used by me at Ski Sundown, Inc. to arbitration. Arbitration: The Participant or his/her Parent(s) or Guardian(s) hereby agree(s) to submit any dispute arising from participation in the sport of skiing to arbitration. Arbitration: The Participant or his/her Parent(s) or Guardian(s) hereby agree(s) to submit any dispute arising from participation in the sport of skiing to arbitration of two party-appointed arbitrators (one arbitrator to be appointed by agree(s) to submit any dispute arising from participation in the sport of skiing to arbitration panel, consisting of two party-appointed arbitrators (one arbitrators shall be a current officer of a ski area located in Connecticut, Vermont, New Hampshire, Maine or Massachusetts. In the event that the two party-appointed arbitrators are not able to agree on a third, neutral arbitrator, the neutral arbitrator shall be a pare appropriate distributions are not able to agree on a third, neutral arbitrator, the neutral arbitrators and the participant is success associated with the party-appointed arbitrators, and the participant educes on the criteria specified above. Each party shall pay its own costs, including the costs associated with the party-appointed arbitrators, and the participant educes of the success 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 Panel shall establish a reasonable and appropriate discovery schedule to expeditiously resolve this matter. In the event tha | and/or the inherent risks of the | sport of skiing, as defined in Con | | | distributors of the Equipment, eatised by the use of the Equipment |
| lawsuits for personal injury, death, or property loss and damage arising from my use of the Equipment. 5) IFURTHER AGREE to submit all claims against the manufacturers or distributors of the rental Equipment used by me at Ski Sundown, Inc. to arbitration. Arbitration: The Participant or his/her Parent(s) or Guardian(s) hereby agree(s) to submit any dispute arising from participation in the sport of skiing to arbitration, for the sole purpose of determining whether the alleged injury arises from a hazard 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 are not able to agree on a third, neutral arbitrator, the neutral arbitrators are not able to agree on a third, neutral arbitrator, the neutral arbitrators are not able to agree on a third, neutral arbitrator, the neutral arbitrators are not able to agree on a third, neutral arbitrator, the arbitration proceeding shall proceed in West Hartford, Connecticut and shall be appointed by a court of competent jurisdiction based on the criteria specified above. 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 Panel shall establish a reasonable and appropriate discovery schedule to expeditiously resolve this matter. In the event that the Panel determines Participant's alleged injury arises from a hazard inherent in the Participant in the sport of skiing, Participant's 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 that Participant' | 3) TO RELEASE Ski Sundow | vn, Inc. and all manufacturers and | | | for any loss, damage, injury, or expense I (or my next of kin) may |
| 5) I FURTHER AGREE to submit all claims against the manufacturers or distributors of the rental Equipment used by me at Ski Sundown, Inc. to arbitration, Arbitration: Arbitration: The Participant or his/her Parent(s) or Guardian(s) hereby agree(s) to submit any dispute arising from participation in the sport of skiing to arbitration, for the sole purpose of determining whether the alleged injury arises from a hazard 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. The neutral arbitrators are not able to agree on a third, neutral arbitrator, the neutral arbitrators shall be appointed by a court of competent jurisdiction based on the criteria specified above. 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 Panel shall establish a reasonable and appropriate discovery schedule to expeditiously resolve this matter. In the event that the Panel determines Participant's alleged injury arises from a hazard inherent in the Participant's participation in the sport of skiing, Participant's claim shall be deemed barred, as a matter of law, and the Participant shall be deemed barred, as a matter of law, and the Participant shall be deemed barred, as a matter of law, and the Participant and if so, whether Ski Sundown, Inc. as not approximate cause of Participant's injury. If the Panel determines that either Ski Sundown, Inc. was not negligent or that any negligence on its part was not a proximate cause of Participant's injury. If the Panel must then the determine whether Participant and whether Participant's | | | | | nent for any loss or damage including any that results from claims or |
| arbitrators. The neutral arbitrator shall be a current officer of a ski area located in Connecticut, Vermont, New Hampshire, Maine or Massachusetts. 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 a court of competent jurisdiction based on the criteria specified above. 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 Panel shall establish a reasonable and appropriate discovery schedule to expeditiously resolve this matter. In the event that the Panel determines Participant's alleged injury arises from a hazard inherent in the Participant's participation in the sport of skiing, Participant's 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 that Participant's alleged injury did not arise from a hazard inherent in the sport of skiing, the Panel must next determine whether Ski Sundown, Inc. was not negligent and if so, whether Ski Sundown, Inc.'s negligence was a proximate cause of Participant's injury. If the Panel determines that either Ski Sundown, Inc. was not negligent or that any negligence on its part was not a proximate cause of Participant's injury, then the Panel must enter an award of no responsibility for Ski Sundown, Inc. & Participant shall be barred, as a matter of law, from any recovering any compensation from Ski Sundown, Inc. However, if the Panel finds that negligence on the part of Ski Sundown, Inc. was a proximate cause of Participant's injury, the Panel must then determine whether Participant whether Participant's negligence contributed to his/her injury. The Panel shall be deemed barred, as a ma | 5) I FURTHER AGREE to st Arbitration: The Participant of purpose of determining whether | ubmit all claims against the manu or his/her Parent(s) or Guardian(s) er the alleged injury arises from a | facturers or distr) hereby agree(s) hazard inherent | ributors of the rental Equipment to submit any dispute arising fr in the sport of skiing. For such | om participation in the sport of skiing to arbitration, for the sole disputes, there shall be a three-member arbitration panel, consisting |
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Date:_____

Participant's Signature:

Parent/Guardian Signature:_____