

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 (including the arbitrability of any dispute), (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.

USE OF LIFTS: Participant understands and agrees that use of chair lifts and/or surface lifts is an inherent component of skiing at Ski Sundown. Participant agrees that it is Participant's responsibility to know how to load, use, and unload these lifts and to do so responsibly. **Participant acknowledges that becoming unseated and falling from a lift is a hazard/risk inherent in the sport of skiing, which Participant assumes per Conn. Gen. Stat. § 29-212(b).**

PADDING: Participant understands and accepts that Ski Sundown may utilize padding to mark certain hazards and obstacles at the ski area. Said Padding is present to make skiers aware of said hazards/obstacles and may *not* protect against injury or death in the event of a collision with said padding. **Participant acknowledges that colliding with padding at Ski Sundown is a hazard/risk inherent in the sport of skiing, which Participant assumes per Conn. Gen. Stat. § 29-212(b).**

AREAS DESIGNATED FOR SKIING: Ski Sundown regularly grooms its snow surfaces for the purpose of skiing. Participant understands and agrees that they will stay on the groomed surface at all times and that **the groomed surface shall be considered the "trail."** **Any hazard or obstacle off the groomed surface shall be deemed to be off the trail.**

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.