

SKI SUNDOWN

2011-2012 GROUP PARTICIPANT INFORMATION & PROGRAM AGREEMENT

Group Name: Avon Recreation

Day your child will ski: **Tues Wed Thus.** (Please circle one)

Plan: **A B C D E F** (Please circle one)

Is your child new to the Ski/Snowboard Program? **Yes No**

Program # _____ (Office use only)

SECTION 1

Participant Name _____ Birth Date _____ Grade: _____

Parent Name _____

Address _____ Town _____ State _____ Zip _____

Contact Phone _____ Cell 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.

Does your child have any medical/problem/disability that we should be aware of? _____

SECTION 2

Please check one from each category:

Ski or Snowboard

- Ski
 Snowboard

Participation Level

- Lift Only
 Lift and Lesson*
 Passholder Lesson*

Equipment Rental

- Yes (if yes, fill out Rental info below)
 No

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

Ski Sundown groups skiers/boarders into six categories according to skill level. The categories are indicated by numbers 1 to 6. These skill levels are vital in helping the Snowsports School make proper class assignments. In order for your child to get the most out of his/her 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.

Skier Skill Levels

1. First time on skis
2. Riding chair lift and can ski independently making wedge turns on **easiest beginner terrain**
3. Can ski in a wedge confidently on **all beginner terrain**
4. Exploring **intermediate terrain** using wedge and beginning parallel turns
5. Confidently skis **all intermediate and easier advanced terrain** making parallel turns
6. Making consistent parallel turns on **groomed advanced terrain** and ready to explore moguls, steeper terrain and variable snow conditions

Snowboard Skill Levels

1. First time on a snowboard
2. Can control speed and direction but has not ridden a chair lift with a snowboard
3. Riding a chair lift and can control snowboard **on beginner terrain**
4. Beginning to link turns and beginning to ride in **intermediate terrain**
5. Can comfortably link turns on **all intermediate terrain** and begin to ride **easier advanced terrain**
6. Can comfortably ride **all mountain terrain** and learning advanced techniques (180's, switch riding and carving)

SECTION 3

RENTAL INFORMATION

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 I 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 I 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.

All participants must sign the Program Agreement (parents must also sign for participants under age 18).

See reverse side



SECTION 4

Program Agreement

SKI SUNDOWN, INC.

RELEASE OF LIABILITY, WAIVER OF CLAIMS, EQUIPMENT RENTAL, AND 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 guardian(s).

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

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

Skiing is an active outdoor sport. Use of common sense at all times is essential to an enjoyable and safe experience.

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.

Release and Waiver of Claims: In consideration of being allowed to participate in the sport of skiing at Ski Sundown, Inc. (the "Facility"), the Participant, and the Participant's parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

- 1) **TO WAIVE ALL CLAIMS** that they have or may have against the Facility 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** the Facility, its owners, affiliates, officers, directors, employees, agents, and shareholders, from all liability for any loss, damage, injury, or expense that the Participant (or his/her next of kin) may suffer, arising out of the inherent risks of participation in the sport of skiing.

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 the Facility or the Participant, as set forth in *Connecticut General Statutes § 29-211, et. seq.*, other than as set forth in this agreement.

Equipment Rental and Release from Liability and Waiver of Claims: 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) **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 AGREE** to submit all claims against the manufacturers or distributors of the rental Equipment used by me at Ski Sundown, Inc. to arbitration.
- 6) 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.

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 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 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 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 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 the 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 was negligent and whether Participant's negligence contributed to his/her injury. The Panel shall assign a percentage of negligence for both Ski Sundown, Inc. and Participant, which must equal 100%. If the Participant's allocation of negligence exceeds 50%, Participant's claim shall be deemed barred, as a matter of law, and the Participant shall be barred from recovering any compensation from Ski Sundown, Inc.

However, if Participant's allocation is less than 50%, then the Panel shall determine dollar amount for any damages that have been proven that will fairly compensate the Participant for his/her injury. The Panel shall then multiply the dollar amount of any such damages by the percentage of negligence found on the part of Ski Sundown, Inc. The resulting number shall be the Panel's compensation award for Participant's injury.

The Federal Rules of Evidence shall apply to the arbitration proceeding unless the parties otherwise agree.

Acknowledgement: 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.

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.

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

Participant's Signature: _____

Date: _____

Parent/Guardian Signature: _____

Date: _____

