SKI SUNDOWN

2015-2016 GROUP PARTICIPANT INFORMATION & PROGRAM AGREEMENT

PLEASE PRINT

Group Name Colchester Parks + Recreation **Day of Visit** Fri. Jan. 8, 15, 22, 29

SECTION 1

Participant Name _____ Birth Date _____

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.

SECTION 2 **PLEASE CHECK ONE FROM EACH CATEGORY:**

Program Choice ☐ Lift & Lesson* ☐ Lift Only ☐ Passholder Lesson*

Ski or Snowboard ☐ Ski ☐ Snowboard ☐ Intro to Terrain Ski ☐ Intro to Terrain Snowboard
Terrain participants must be Advanced Level

Equipment Rental ☐ No ☐ Yes (if yes, must fill out Rental Information below)

***PLEASE CIRCLE SKILL LEVEL: 1. First Time 2.Novice 3. Intermediate 4. Advanced**

Ski Sundown groups skiers/boarders into four categories according to skill level. 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.

Ski-Skill Levels/Lesson Content

1. First Time- **New to the sport.** Ready to learn the basics on equipment, turning, stopping and chair lift procedures.

2. Novice- Riding 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.

3. 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.

4. 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 Levels/Lesson Content

1. First Time- **New to the sport**. Ready to learn the basics on equipment, turning, stopping and chair lift procedures.

2. Novice- Riding 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.

3. 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.

4. Advanced- Making carved turns on **advanced terrain**. Ready to discover advanced carving skills, switch riding, moguls or intro to aerials.

SECTION 3 **RENTAL INFORMATION** If renting only

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 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.

All participants must sign the Program Agreement on the back of this form (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.

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** Ski Sundown, Inc., the facility, its owners, affiliates, officers, directors, employees, agents, and shareholders, and all manufacturer's and distributor's of equipment 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.

Acknowledgement of Equipment Instructions: I will not use any equipment until I have received instructions on its use and I 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 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.

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:_____

ALL MUST SIGN + return to P +R