

## **RACE ATHLETE AGREEMENT**

### **RELEASE AND WAIVER OF CLAIMS, ASSUMPTION OF THE INHERENT RISKS, AND INDEMNIFICATION AGREEMENT FOR THE 2024-2025 RACING SEASON**

In consideration of being allowed to participate in the activities conducted at Mohawk Mountain Ski Area, I hereby agree to the fullest extent permitted by law, as follows:

**\*\*1) TO WAIVE ALL CLAIMS \*\***that I have or may have against Mohawk Mountain Ski Area, Inc. ("Mohawk") and their respective owners, affiliates, officers, directors, employees, agents, and shareholders, caused by the inherent hazards/risks of the sport of skiing, as defined in Conn. Gen. Stat. § 29-211, et seq., and/or the Activities, including all inherent hazards/risks arising from ski racing, which include but are not limited to, hazards/risks related to the set-up of the race course and/or my presence on or near any ski race course;

**2) TO ASSUME ALL HAZARDS/RISKS INHERENT IN SKIING AND SKI RACING,** which include but are not limited to, hazards/risks related to the set-up of the race course and/or my presence on or near any ski race course;

**3) TO RELEASE Mohawk and their respective owners, affiliates, officers, directors, employees, agents, and shareholders, from all liability for** any loss, damage, injury, or expense that I (or my next of kin) may suffer, caused by the inherent hazards/risks of the sport of skiing and/or the Activities, including all inherent hazards/risks arising from ski racing, which include but are not limited to, hazards/risks related to the set up of the race course and/or my presence on or near any ski race course. 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;

**4) I FURTHER AGREE TO INDEMNIFY** Mohawk 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 participation in the Activities.

## **ARBITRATION AGREEMENT**

I hereby agree to submit any dispute arising from (a) this Agreement, (b) my participation in the Activities, and/or (3) my use of Mohawk, to binding arbitration. 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 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 I, and/or my estate, shall be barred from recovering any compensation from Mohawk. 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.

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 race team athlete is UNDER 18.

Parent/Guardian Name (Required):

Parent/Guardian Signature (Required):

Today's Date (Required):

Participant Date of Birth (Required):