

MOUNT SOUTHTON SKI AREA RACE WAIVER, SEASON PASS WAIVER, ASSUMPTION OF RISK, RELEASE & BINDING ARBITRATION AGREEMENT

PLEASE PRINT ALL INFORMATION:

PARTICIPANT'S NAME(S): _____ PHONE: _____

STREET: _____ TOWN: _____ STATE: _____ ZIP: _____

In consideration of being allowed to participate in the Connecticut Interscholastic Ski League and/or The Mount Southington Race Team (collectively referred to as "Racing") and/or as a Season Pass Holder at Mount Southington Ski Area, 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, Mount Southington Limited Partnership (the "Partnership"), and/or Mount Southington Restaurant and Lounge, Inc. (the "Lounge") arising out of, related to, and/or proximately caused by the inherent risks of participating in the sport of skiing (as defined by Connecticut General Statutes § 29-212), including any instruction and/or coaching received while participating in Racing;
- 2) **TO ASSUME ALL RISKS INHERENT IN PARTICIPATING IN RACING AND/OR AS A SEASON PASS HOLDER;** and
- 3) **TO RELEASE** the Facility, the Partnership, the Lounge, and their respective 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, related to, and/or proximately caused by the inherent risks of participation in Racing and/or as a Season Pass Holder, which include, but are not limited to, the instruction and/or coaching received while participating in Racing.

The Participant acknowledges and agrees that the inherent risks of participating in racing and/or as a season pass holder include, but are not limited to, changing snow surface conditions and/or trail conditions associated with racing, injuries caused by collision with race gates, injuries caused by collision with fencing and/or hay bales placed at or near the course, equipment failure, and falls/crashes in which the participant's body, including by not limited to the participant's head, comes into contact with the ground and/or snow surface, and any issues related to race course set-up, design, and/or location. The Participant acknowledges and agrees that these inherent risks are in addition to those referenced in *Connecticut General Statutes § 29-212*. **The Participant acknowledges and agrees that it is their responsibility to close the restraining device on the chair lift, as referenced in Connecticut General Statutes § 29-213.** The Participant also acknowledges that this agreement does not, in any way, change the rights or obligations of the Facility, the Partnership, the Lounge, or the Participant, as set forth in *Connecticut General Statutes § 29-211, et. seq.*, other than as set forth in this agreement.

Binding Arbitration

The Participant, and the Participant's parent(s) or legal guardian(s) if the Participant is a minor, hereby agree to submit any dispute arising from participation in Racing and/or any use of the Facility to binding arbitration, for the sole purpose of determining whether the alleged injury arises from, relates to, and/or was proximately caused by a risk inherent in the activities engaged in by the Participant while participating in Racing and/or use of the Facility. 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 Hartford County, 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 the alleged injury arises from, relates to, and/or was proximately caused by a risk inherent in the Participant's participation in Racing and/or use of the Facility, the claim shall be deemed barred, as a matter of law, and the Participant shall be barred from recovering any compensation from the Facility, the Partnership, and/or the Lounge. In the event that the Panel determines the alleged injury did not arise from, relate to, or was not proximately caused by a risk inherent in the activities engaged in during Racing and/or use of the Facility, the Participant shall proceed to the Superior Court of Connecticut, or if appropriate, the United States District Court, for the District of Connecticut, for a trial de novo.**

Acknowledgement: Participant and the Participant's parent(s) or legal guardian(s) if the Participant is a minor, hereby grant permission to Mount Southington Ski Area, Inc. to use Participant's photograph, image, likeness, videotape, motion picture recording, and/or any other record of Participant's use of the Facility for promotional purposes, such as Facebook, Instagram, website, brochure, or other legitimate advertising.

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.

Participant's Name (Please Print): _____

Participant's Signature: _____ Date: _____

NOTE: CISL RACER - HIGH SCHOOL NAME: _____

Parent or Guardian must also sign if the Participant is UNDER 18.

Parent/Guardian Name (Please Print): _____

Parent/Guardian Signature: _____ Date: _____