



NIGHT SEASON PASS APPLICATION 2016-2017

All passes are subject to the 10% CT Admissions Tax.

Night 6 pm – 10 pm

Adult/Junior Night Season Pass

DATE: _____

PLEASE PRINT

1ST Pass Holder's Name: _____ PASS # _____

Address: _____ City _____ Zip _____

Telephone: (____) _____ - _____ Age: _____ Date of Birth: ____/____/____

Terrain Park use? Y or N Email _____ Terrain Park # _____

2ND Pass Holder's Name: _____ PASS # _____

Address: _____ City _____ Zip _____

Telephone: (____) _____ - _____ Age: _____ Date of Birth: ____/____/____

Terrain Park use? Y or N Email _____ Terrain Park # _____

3RD Pass Holder's Name: _____ PASS # _____

Address: _____ City _____ Zip _____

Telephone: (____) _____ - _____ Age: _____ Date of Birth: ____/____/____

Terrain Park use? Y or N Email _____ Terrain Park # _____

4TH Pass Holder's Name: _____ PASS # _____

Address: _____ City _____ Zip _____

Telephone: (____) _____ - _____ Age: _____ Date of Birth: ____/____/____

Terrain Park use? Y or N Email _____ Terrain Park # _____

Emergency Phone Numbers

(Please Circle One)

Name: _____ Number: (____) _____ - _____ H W C

Name: _____ Number: (____) _____ - _____ H W C

Name: _____ Number: (____) _____ - _____ H W C

Terrain Park Approval

As the parent/guardian of the minor(s) above, I _____
approve the use of the Terrain Park and verify that he/she has viewed the Smart Style video located on the
Mount Southington website and understands terrain park etiquette and safety procedures.

For Office Use Only

Total Amount: \$ _____

Check if Season Pass Holder '15-16 _____

Paid: Y N Date: _____

Entered Into Computer: Y N Date: _____

Cash Check Credit GC Web

Received Season Pass: Y N Date: _____

Processed by: _____

Notes: _____

MOUNT SOUTHLINGTON SEASON PASS

RULES AND REGULATIONS

1. Your Pass must be worn on the upper body; visible to lift operators or ticket checkers each and every time you ride the lift.
2. Mount Southington's Season pass is non-transferable. Use of a Pass by any other person other than the designated pass holder will result in prosecution and revocation of the Pass without refund.
3. A complimentary daily lift ticket will be issued on the first instance *only* of a forgotten Pass. Thereafter, the full session rate must be paid for lift privileges.
4. Signature indicates that I have read and understand the concepts of being aware and skiing with care, and I agree that failure to comply with the Skier's Responsibility Code and the Mount Southington Ski Area Courteous Skier Policy could result in removal of ski privileges for the year with no refund. If a minor, the parents/guardian will be notified.
5. If you lose your Season Pass please notify our Customer Service Desk immediately. A replacement/temporary season pass will be issued at the cost of \$25. If anyone is caught using a lost Season Pass they will be charged with Theft of Services.
6. Refunds are given for medical reasons only. A lapsed time pro-ration fee, minus a \$25 handling fee will be refunded. The CT State Admissions tax is not refunded after 90 days from the date of purchase. A physician's letter must accompany the request.

Before December 15 th	-	100% refund
Before January 1st	-	75% refund
Before January 15th	-	60% refund
Before February 1st	-	40% refund
Before February 15th	-	25% refund
Before March 1st	-	15% refund
After March 1st	-	NO REFUND

7. If you have an accident or fall, it is your responsibility to wait until the Ski Patrol gets to the scene to assist you. Please make sure you give them your name and phone number. It is your responsibility to notify Ski Patrol of any injuries before you leave Mount Southington Ski Area.
8. Mount Southington makes every effort to provide great skiing and snowboarding conditions by investing in the latest snowmaking technology, but even the best technology needs sustained temperatures in the 20's to make snow. Therefore, the number of days of operation will vary from season to season. Hours of operation for our spring schedule also vary due to minimal skier traffic and snow conditions.

Note: Skis and/or Board theft is a problem at all Ski Areas. Your equipment is your responsibility. Please bring your own cable lock or purchase one in our Ski Shop.

MY SIGNATURE INDICATES THAT I HAVE READ AND UNDERSTAND THE ABOVE.

X _____ 1st PASS HOLDER'S SIGNATURE	_____ DATE
X _____ 2nd PASS HOLDER'S SIGNATURE	_____ DATE
X _____ 3rd PASS HOLDER'S SIGNATURE	_____ DATE
X _____ PARENT or GUARDIAN'S SIGNATURE	_____ DATE

**MOUNT SOUTHTON SKI AREA SEASON PASS HOLDER
ASSUMPTION OF RISK, RELEASE & ARBITRATION AGREEMENT**

BY SIGNING THIS DOCUMENT YOU WILL WAIVE THE RIGHT TO CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.
PLEASE PRINT ALL INFORMATION:

FAMILY LAST NAME(S): _____ PHONE: _____
STREET: _____
TOWN: _____ STATE: _____ ZIP: _____

In consideration for being allowed to participate as a Season Pass Holder at Mount Southington Ski Area (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 the inherent risks of participating in the Sport of Skiing/Boarding as a Season Pass Holder;
- 2) **TO ASSUME ALL RISKS INHERENT IN THE SPORT OF SKIING/SNOWBOARDING;** and
- 3) **TO RELEASE** the Facility, the Partnership, the Lounge, their 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 skiing/snowboarding.

The Participant acknowledges and agrees that the inherent risks of skiing/snowboarding 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.

Arbitration

The Participant hereby agrees to submit any dispute arising from the sport of skiing/snowboarding to arbitration, for the sole purpose of determining whether the alleged injury arises from a risk inherent in the activities engaged in by the Participant while participating as a Season Pass Holder. 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, 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 a risk inherent in the sport of skiing/snowboarding, 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 a risk inherent in the sport of skiing/snowboarding, 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*.

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.

Acknowledgement: I grant permission to Mount Southington Ski Area to use my photograph, videotape, motion picture recording, or any other record of my use of its facilities for purposes such as our Facebook page, website, brochure, or other legitimate advertising.

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

Passholder's Name (please print): _____

Signature: _____

Date: _____

Passholder's Name (please print): _____

Signature: _____

Date: _____

Passholder's Name (please print): _____

Signature: _____

Date: _____

Parent/Guardian Name (please print): _____

Parent/Guardian Signature: _____

Date: _____