

Equipment Rental and Release from Liability, Waiver of Claims, Indemnity, and Arbitration Agreement

I accept for use, as is, the equipment rented to me by Mount Southington Ski Area, 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 will be responsible for the costs of repairing any damage to the Equipment, other than normal wear and tear.

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 does not guarantee my safety.** I have accurately represented to Mount Southington Ski Area, 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.

In the event that I have rented a snowboard. **I hereby acknowledge that the binding system will not ordinarily release during use and that these bindings are not designed to release as a result of forces generated during ordinary use.**

I hereby agree to the fullest extent permitted by law, as follows:

- 1) **TO WAIVE ALL CLAIMS** that I have or may have against Mount Southington Ski Area, Inc., Mount Southington Restaurant and Lounge, Inc., Mount Southington Limited Partnership, 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/snowboarding, as defined in Conn. Gen. Stat. § 29-211, *et seq.*;
- 2) **TO ASSUME ALL RISKS INHERENT IN SKIING/SNOWBOARDING**; I acknowledge and agree that the inherent risks are 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.
- 3) **TO RELEASE** Mount Southington Ski Area, Inc., Mount Southington Restaurant and Lounge, Inc., Mount Southington Limited Partnership, 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/snowboarding.
- 4) **I FURTHER AGREE TO INDEMNIFY** and hold harmless Mount Southington Ski Area, Inc., Mount Southington Restaurant and Lounge, Inc., Mount Southington Limited Partnership, 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.

Arbitration

I hereby agree to submit all claims against the manufacturers or distributors of the rental Equipment used by me at Mount Southington Ski Area, Inc. to arbitration. I further agree to submit any other dispute with Mount Southington Ski Area, Inc., Mount Southington Restaurant and Lounge, Inc., and/or Mount Southington Limited Partnership, which arises from skiing at Mount Southington Ski Area, Inc. to arbitration, for the purpose of determining whether the alleged injury arises from a risk inherent in the sport of skiing/snowboarding. For any dispute submitted to arbitration pursuant to this agreement, 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. With regard to disputes between me and Mount Southington Ski Area, Inc., Mount Southington Restaurant and Lounge, Inc., and/or Mount Southington Limited Partnership, **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 Mount Southington Ski Area, Inc., Mount Southington Restaurant and Lounge, Inc., and/or Mount Southington Limited Partnership.** 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 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. I have read and understand the terms of this Equipment Rental and Release from Liability, Waiver of Claims, Indemnity, and Arbitration Agreement.

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.

Signature of user: _____ Signature of parent/guardian if user under the Age of 18: _____

X_____ X_____

BY SIGNING THIS DOCUMENT YOU WILL WAIVE THE RIGHT TO CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

PLEASE PRINT ALL INFORMATION:

NAME: _____ PHONE: _____

STREET: _____

TOWN: _____ STATE: _____ ZIP: _____