

MOUNT SOUTHLINGTON SKI AREA
RACING WAIVER, ASSUMPTION OF RISK, RELEASE & ARBITRATION AGREEMENT

In consideration of being allowed to participate in the CT Ski Council State Slalom competitive racing and/or training (the "Council") 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 Council;
- 2) **TO ASSUME ALL RISKS INHERENT IN PARTICIPATING IN THE COUNCIL;** 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 participation in the Council, which include, but are not limited to, the instruction received while participating in the Council.

The Participant acknowledges and agrees that the inherent risks of participating in the Council 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, 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 participation in the Council 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 in the Council. 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 Participant's participation in the Council, 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 activities engaged in during the Council, 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.

Racer's Name (Please Print): _____

Racer's Date of Birth: _____

Racer's Signature : _____

Date: _____

Parent/Guardian Signature: _____

Date: _____

CT Ski Council 2014 State Race Waiver Bib# _____

Perm # _____

NASTAR # _____

Check only one State Race per waiver	State Giant Slalom	Mt. Southington 1/15/14 (rain 1/22) Reg. 5-6:45PM Race 7:00 PM
	State Slalom	Mt Southington 2/12/14 (rain 2/19) Reg. 5-7:15 PM Race 7:30 PM
	State Super G	Pico, VT 3/7/13 Reg. 7:30-9:30AM Race 11:30 AM
	State Snowboard	Pico, VT 3/8/13 Reg. 7:30-9 AM Race 9:30 AM
	State Cross-Country	Pico, VT 3/9/13 8-8:45 AM Race 9AM

Name:	First			Last		
Address:				Town		
State:		Zip		Telephone		
Birth Date			Age as of January 1 2014 (Mid Ski Year)			

Waiver for a state race, type and date as indicated above. The CSC reserves the right to disqualify anyone not filling out this form in its entirety. Classes maybe combined due to lack of participants, at the discretion of the CT Racing Chairperson.

CLASS (check one only)	Men A	(18-26)		Jr. Boy A	(under 10)
	Men B	(27-32)		Jr. Boy B	(11-13)
	Men C	(33-38)		Jr. Boy C	(14-17)
	Men D	(39-43)			
	Men E	(44-46)		Jr. Girls A	(under10)
	Men F	(47-49)		Jr. Girls B	(11-13)
	Men G	(50-51)		Jr. Girls C	(14-17)
	Men H	(52-53)			
	Men I	(54-55)		Women A	(18-29)
	Men J	(56-57)		Women B	(30-42)
	Men K	(58-59)		Women C	(43-47)
	Men L	(60-63)		Women D	(48-51)
	Men M	(64-68)		Women E	(52-55)
	Men N	(69-75)		Women F	(56-60)
	Men O	(76+)		Women G	(61-68)
				Women H	(69+)

RELEASE FOR USE WITH COMPETITIONS AND RACES RELEASE AND INDEMNITY AGREEMENT = READ VERY CAREFULLY BEFORE SIGNING

I, (print name)	_____
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in consideration of being allowed by the Connecticut Ski Council to participate in the CT State race, any preparatory training therefore, do hereby release and agree to hold harmless and indemnify the directors, officers, agents, servants, sponsors, ski areas and employees of such insurance carrier from any and all claims, actions, or damages without any limitation whatsoever, whether consisting of personal injury, property damages, or death, that does or may result in any way from my nature or such death is caused by their negligence or not, assuming myself any and all responsibility and liability for same. I further agree to indemnify and hold harmless all of those above named from any damages or cost or expense whatsoever which they or any of them may sustain as a result of any claim brought by anyone against any of them as a result of my preparation for and/or my participation in these competitive sporting events. I specifically agree that before any given competition takes place I will, if I so desire, inspect all areas involved in the competition, fully realizing, accepting, and understanding that competitive skiing in general and of this type in particular is inherently risky and dangerous, as are preparations, practice, or training for such events. I, as a competitor, completely understand that this paragraph constitutes a covenant and a promise on my part to fully discharge all of the above named parties from any and all liability of any kind for any injuries, loss, damage, or death which may result from my participation in these competitive, sporting events. This release is binding and I so understand, not only upon myself but upon my heirs, administrators, executors, and assigns, and I herewith again reaffirm my free and willing intent to exercise it acknowledging a complete understanding of its terms and conditions and the totality of its effect, and the totalness of the waiver of any rights that I would otherwise have had, had this agreement not been executed.

Dated: _____

Competitor signature: _____

Parent or Guardian of Minor: _____

Witness: _____

Email Address: _____