

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

Week# _____ Bib# _____

In consideration for being allowed to participate in the CT Ski Council competitive racing and/or training (the "Event") 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 Event;
- 2) **TO ASSUME ALL RISKS INHERENT IN PARTICIPATING IN THE EVENT;** 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 Event, 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. 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.

Arbitration

The Participant hereby agrees to submit any dispute arising from participation in the Event 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 Event. 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 Event, 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 Event, 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.

All Racers must be 18 or over to race. Birthdate entered into the program calculates your age division

Print name _____ Ski Club _____

Signature _____ Date _____

COMPETITOR INFORMATION (PLEASE PRINT LEGIBLY)

Last Name _____ First Name _____ Middle Initial _____

Street Address _____ Town _____

State _____ Zip Code _____ Phone () _____ check if you have changed clubs _____

Email _____ NASTAR# _____

Age _____ Date of Birth ____ / ____ / ____ Male / Female (circle one)