



MOUNT SOUTHINGTON ADULT RACE CLINIC *Registration Form*

<i>Office use only</i>
Received: _____
Payment _____
Waiver _____

Wednesday Evenings 7:30pm-9:30pm

Date of registration _____

\$75 each session / \$300 for full program (5 sessions) *Best Value

Enrollment (check all that apply):

*Full Program (5 weeks for the price of 4 - \$300) _____

*Individual sessions (check all that apply-\$75 per session)

January 9, 2019 _____ February 6, 2019 _____

January 23, 2019 _____ February 20, 2019 _____

January 30, 2019 _____

Name _____

Address _____

City/State _____ Zip _____

Phone _____ **Email** _____

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

Emergency Contact Information:

Name _____ Phone _____

Payment Amount _____ Date _____

Payment type (circle): Cash Check Credit WEB

Person who took call: _____ Date of call: _____

Credit Card Information MC / VISA / DSCV / AMEX

Name on CC _____

CC# _____

Exp. Date _____ CVV# _____ Billing Zip Code _____

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

In consideration for being allowed to participate in 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 Event, which include, but are not limited to, the instruction received while participating in the Event.

The Participant acknowledges and agrees that the inherent risks of participating in the Event 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.

Participant's Name (please print legibly) _____

Participant's Signature: _____ Date: _____

Email: _____