

# DRAFT

## MOUNT SOUTHLINGTON SKI AREA 2020-21 SKI/RACING WAIVER, ASSUMPTION OF RISK, RELEASE, INDEMNIFICATION & ARBITRATION AGREEMENT

In consideration for being allowed to participate in competitive racing events, race and/ or freestyle programs, race practice and/or training events (the "Event") at Mount Southington Ski Area (the "Facility"), I, on behalf myself, family, heirs and assigns, ("Releasor"), hereby agree, to the fullest extent permitted by law : 1) **TO WAIVE ALL CLAIMS** arising out of the risks inherent to the Event, skiing and riding that I/they have or may have against the CT Ski Council, Facility, Ski leagues and Groups, Event organizers, Mount Southington Limited Partnership ,and/or Mount Southington Restaurant and Lounge, Inc. ("Releasee"); 2) TO ASSUME ALL RISKS INHERENT to skiing and riding and those associated with THE EVENT; and 3) **TO RELEASE AND INDEMNIFY** RELEASEE, their owners, affiliates, officers, directors, employees, agents, and shareholders, from all liability for any loss, damage, injury, death or expense that the Participant (or his/her next of kin) may suffer, arising out of the risks inherent to skiing and riding. RELEASOR knows that these inherent risks include, but are not limited to, the risks identified by the Conn. legislature in C.G.S. § 29-212 such as: variations in terrain and snow surfaces; collisions with other skiers; bare spots and/or ice; trees or other objects not within the confines of the trail or slope; conspicuously marked lift towers, or conspicuously placed lift towers. RELEASOR acknowledges that these inherent risks, among others that may be encountered in a winter alpine environment, could cause injuries, damages or death. RELEASOR knows that skiing/snowboarding are inherently hazardous sports, and that competitors and participants commonly and routinely injure themselves while engaging in these activities. RELEASOR freely assumes the risk for all injuries, damages or death caused by, or related to, the risks inherent to skiing, riding and other snow sports. I/we agree to be at all times familiar with, and to follow, the Skier's Responsibility Code and to be familiar with, and to comply, with the RELEASEES' rules, policies and any special regulations. **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.**

### Arbitration

RELEASOR and RELEASEES agree that any claim by any party, except claims for indemnification, arising out any dispute arising out of participation in this activity shall be submitted for arbitration to the American Arbitration Association, and not by way of civil lawsuit filed in either the state or federal courts. Three arbitrators, including one neutral, shall be utilized. They shall decide if the injuries and damages claimed by RELEASOR arise out of risks inherent to skiing, riding and/or competitive events. I agree to abide by the arbitrators' decision, and refrain from pursuing damages by way of civil law suit, if it is determined by the arbitrators that my injuries or damages arose out of said inherent risks.

I agree that every term and provision of this contract is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable on RELEASOR.

RELEASOR agrees to indemnify and hold harmless the RELEASEES for all defense costs, fees, settlements, judgments and the like, including attorney fees arising out of any claim that is related to injuries caused by the inherent risks.

**RELEASOR ACKNOWLEDGES THAT HE/SHE HAS BEEN ADEQUATELY NOTIFIED THAT CHILD PARTICIPANTS MAY SOMETIMES RIDE CHAIR LIFTS WITH OTHER CHILDREN OR NON-EMPLOYEE ADULTS, AND CONSENT TO THIS.**

This agreement represents the entire agreement between the parties, and it may not be altered or modified, except by written modification signed by the parties.

*I/we agree that, by signing this agreement electronically, I/we may be giving up legal rights, and freely chose to sign this agreement. I/we consent to sign the agreement electronically and have been given ample time to consider these terms.*

**PARTICIPANT INFORMATION: PLEASE PRINT LEGIBLY:**

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ Middle Initial \_  
\_\_\_\_\_

Street Address \_\_\_\_\_

Town \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Phone ( ) \_\_\_\_\_  
\_\_\_\_\_

Age \_\_\_\_\_ Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_ Male/Female (circle)

**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 in Weeknight leagues must be 18 or over to race. Birthdate entered into the program calculates your age division [rev 9/8/18]**

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# \_\_\_\_\_ (check one) \_\_\_ Ski or  
\_\_\_ Snowboard

Age \_\_\_\_\_ Date of Birth \_\_\_ / \_\_\_ / \_\_\_ Male / Female (circle one)