

**MOUNT SOUTHLINGTON SKI AREA
WAIVER OF CLAIMS, ASSUMPTION OF RISK, RELEASE OF LIABILITY,
INDEMNIFICATION AND ARBITRATION AGREEMENT (DRAFT 2020/2021)**

PLEASE READ CAREFULLY

Skiing, snowboarding, and related activities involve risk of serious injury, including death, caused by hazards inherent in the sports. Participation in these sports and related activities, no matter what type of equipment you are using or the event or program in which you have chosen to participate, including but not limited to racing trainings, racing competitions, terrain park use, terrain park competitions, lessons, group programs, cardboard box events, and others, is a voluntary act on the part of the Participant and, where applicable the Participant's parent(s) or guardian(s). The use of helmets is strongly recommended, but cannot itself prevent serious injury or death.

In consideration of being allowed to take part in services offered at Mount Southington Ski Area, Inc. (the "Facility"), the Participant, and the Participant's parent(s) or legal guardian(s) if the Participant is a minor, (the "Releasor"), hereby agree, to the fullest extent permitted by law:

- 1) TO WAIVE ALL CLAIMS** that they have or may have against the Facility, Mount Southington Limited Partnership, and/or Mount Southington Restaurant and Lounge, Inc. ("Releasees") arising out of the inherent risks of skiing, snowboarding, and other related activities, such as mentioned above;
- 2) TO ASSUME ALL RISKS INHERENT TO SKIING, SNOWBOARDING AND OTHER RELATED ACTIVITIES**, as mentioned above; and
- 3) TO RELEASE AND INDEMNIFY RELEASEES**, their owners, affiliates, officers, directors, employees, agents, and shareholders, from all liability for any loss, damage, injury, death, or expense that the Participant (or their next of kin) may suffer, arising out of the inherent risks.

RELEASOR knows that these inherent risks include, but are not limited to the risks identified by the Connecticut legislature in Connecticut General Statutes (CGS) § 29-212 such as: variations in terrain and snow surfaces; bare spots or ice; trees or other objects not within the confines of the trails; collisions with race gates, terrain park features, or conspicuously marked or placed lift towers; or collisions with other skiers/riders. 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 and related activities are inherently hazardous sports, and that participants commonly and routinely injure themselves while engaging in them. RELEASOR freely assumes the risk for all injuries, damages, or death caused by, or related to, these inherent risks. The Participant agrees to be at all times familiar with, and to follow, the Skier 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 chair lifts, as referenced in CGS § 29-213. RELEASOR acknowledges that they have been adequately notified that child Participants may ride chair lifts with other children or non-employee adults, and consent to this.

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 agrees 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.

Arbitration: RELEASOR and RELEASEES agree that any claim by any party, except claims for indemnification, arising out of any dispute related to participation in this activity shall be submitted for arbitration, 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, snowboarding, and related activities. RELEASOR agrees to abide by the arbitrators' decision, and refrain from pursuing damages by way of civil law suit, if the arbitrators determine that their injuries or damages arose out of said inherent risks.

Acknowledgement: I grant permission to Mount Southington Ski Area, Inc. to use my photograph, video recording, motion picture recording, or any other record of my use of its services for legitimate advertising purposes.

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.

Parent or Guardian must also sign if the Participant is UNDER 18.

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. I CONSENT TO SIGN THE AGREEMENT/ACCEPT TERMS ELECTRONICALLY AND HAVE BEEN GIVEN AMPLE TIME TO CONSIDER THESE TERMS

___ I am the Parent/Guardian of the Participant and I accept the terms of the waiver.

___ I am the Participant and I accept the terms of the waiver.

Name (please print):

Signature:

Participant Name (if different):

Date: