

**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.

All Racers must be over 18 to race.

Print name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Witness \_\_\_\_\_ Ski Club \_\_\_\_\_

**COMPETITOR INFORMATION (PLEASE PRINT LEGIBLY)**

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

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

Town \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Phone \_\_\_\_\_

Age \_\_\_\_\_ Date of Birth \_\_\_\_\_ Male Female

**RELEASE FOR USE WITH COMPETITIONS AND RACES-RELEASE AND INDEMNITY AGREEMENT**

**READ VERY CAREFULLY BEFORE SIGNING**

I, on behalf of myself, my heirs, legal representatives, successors and assigns, (hereinafter "RELEASOR"), in consideration for being allowed by Mount Southington Ski Area to participate in competitions, and any preparatory training therefore, waive and release Mount Southington Ski Area, Inc., Mount Southington Restaurant and Lounge, Inc., and Mount Southington Limited Partnership, (hereinafter "RELEASEES") for all injury, damage or death resulting from risks inherent in the sport of skiing/snowboarding/SnowBlading. RELEASOR acknowledges that inherent risks of skiing/snowboarding/SnowBlading 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; and loading, unloading or otherwise using a passenger tramway. RELEASOR acknowledges that these inherent risks, among others, could cause injuries, damages or death. RELEASOR knows that skiing/snowboarding/SnowBlading, and particularly racing, are inherently hazardous sports, and that competitors and participants commonly and routinely injure themselves as a result of these inherent risks. RELEASOR freely assumes the risk for all injuries, damages or death inherent to alpine racing.

RELEASOR agrees that any claim that I may assert as a result of and/or arising out of participation in this sport shall be submitted to arbitration before 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: (1) if the claim is barred by virtue of assumption of the risk; and (2) what compensatory damages, if any, should be awarded if the loss is found to have been caused by negligence.

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.

I represent that I am physically fit and up to the challenge of racing. I have been given an opportunity to inspect the venue and agree by virtue of my decision to race, that the venue is reasonably safe for this competition.

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.

I agree that, by signing this agreement, I am giving up legal rights, and freely chose to sign this agreement.

**I HAVE READ AND UNDERSTOOD THIS ENTIRE DOCUMENT. I HAVE NOT BEEN FORCED TO SIGN THIS AGREEMENT UNDER DURESS OR TIME CONSTRAINTS. I HAVE BEEN GIVEN AN OPPORTUNITY TO SPEAK WITH A REPRESENTATIVE OF THE RELEASEES TO DISCUSS ANY QUESTIONS THAT I MIGHT HAVE.**

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date \_\_\_\_\_ Date of Birth \_\_\_\_\_

Witness: \_\_\_\_\_

**CONSENT AND RELEASE OF PARENT OR GUARDIAN**

I am the parent or guardian of \_\_\_\_\_ (Child). My Child is fit for the event, and I consent to my Child's participation. **I HAVE READ AND I UNDERSTAND THE ABOVE CONTRACT.** In consideration of allowing my Child to participate, I consent to the contract and agree that **ITS TERMS SHALL LIKEWISE BIND ME, MY CHILD,** my heirs, legal representatives, and assignees. **I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES LISTED ABOVE FROM EVERY CLAIM AND ANY LIABILITY** arising out of risks inherent in this activity/competition. I, likewise, promise not to sue the entities referenced above on my behalf of behalf of my Child. I agree to the indemnity terms set forth above, and agree to the arbitration terms set forth above.

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date \_\_\_\_\_

Signature of Parent or Guardian

**PLEASE PRINT LEGIBLY**

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

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

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

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

Bib Number: # \_\_\_\_\_