

SKI SUNDOWN
2009-10 GROUP PARTICIPANT INFORMATION & WAIVER/RELEASE

Group Name Windsor Recreation & Leisure Services Group

SECTION 1 (Please print):

Skier Name _____ Date of Birth _____

Parent's Name _____

Address _____ Town _____ Zip _____

Contact Phone _____ Emergency Phone _____ Email _____

Your information may be used to send you future promotional offers/communications from Ski Sundown only. This information is kept by Ski Sundown for our exclusive use and is not sold or distributed to outside parties.

Please check the following:

Skier _____ Snowboarder _____ Lesson & Lift _____ Lift Only _____ Passholder Lesson _____

Renting: No _____ Yes _____ **IF YES, FILL OUT RENTAL INFO ON BACK**

PLEASE CHECK SKILL LEVEL(necessary for group lesson assignment)*: 1 2 3 4 5 6

*See Group Information handout for explanation.

SECTION 2

I have discussed the Group Information handout with my child. I understand that anyone not following the rules of Ski Sundown may be dismissed from the program with no refund.

Parent/Guardian signature

SECTION 3

Release and Waiver of Claims: In purchasing this Group Program, I acknowledge and recognize that the sport of skiing, as defined in *Conn. Gen. Stat. § 29-211, et seq.*, involves inherent risks, dangers, and hazards which can cause serious personal injury or death. As such, I hereby freely assume and voluntarily accept all known and unknown risks of serious injury or death while using the ski area. I further acknowledge and recognize that the best way to reduce the risk of serious injury or death is to use common sense and abide by "Your Responsibility Code." As part of the consideration for my purchase of the Group Program and for allowing me to ski at Ski Sundown, Inc. (the "Facility"), I hereby agree to the fullest extent permitted by law, as follows:

1. **TO WAIVE ALL CLAIMS** that I have or may have against the Facility, its owners, affiliates, officers, directors, employees, agents, and shareholders, caused by the inherent risks of the sport of skiing, as defined in *Conn. Gen. Stat. § 29-211, et seq.*;
2. **TO ASSUME ALL RISKS INHERENT IN SKIING;**
3. **TO RELEASE** the Facility, its owners, affiliates, officers, directors, employees, agents, and shareholders, from all liability for any loss, damage, injury, or expense I (or my next of kin) may suffer, caused by the inherent risks of the sport of skiing. I acknowledge and agree that this agreement does not, in any way, change the rights or obligations of the Facility or me, as set forth in *Conn. Gen. Stat. § 29-211, et seq.*, other than as set forth in this agreement; **AND**
4. **I FURTHER AGREE TO INDEMNIFY** and hold harmless the Facility for any loss or damage including any that results from claims or lawsuits for personal injury, death, or property loss and damage arising from my use of the Group Program.

Arbitration: I hereby agree to submit any dispute arising from skiing at the Facility to arbitration, for the sole purpose of determining whether the alleged injury arises from a risk inherent in the sport of skiing. 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 sport of skiing, the claim shall be deemed barred, as a matter of law, and the Participant shall be barred from recovering any compensation from the Facility. In the event that the Panel determines the alleged injury did not arise from a risk inherent in the sport of skiing, 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.**

Acknowledgements: In further consideration for being permitted to use the facilities, I expressly acknowledge:

1. 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.
2. I will not participate in the sport of skiing while under the influence of alcohol and drugs.
3. I recognize that I am sharing the Ski Sundown facility with other skiers and that I am responsible for their safety as well as my own.
4. I agree to observe, read and abide by any and all notices that may be posted from time to time by Ski Sundown which may pertain to my responsibility as a skier.
5. I grant permission to Ski Sundown to use my photograph, video tape, motion picture recording or any other record of my use of its facilities for legitimate purposes.

Signed _____ Parent/Guardian Signature _____

Must be signed by participant & parent/guardian if participant is under 18

THIS SIDE MUST BE COMPLETED ONLY IF RENTING

SECTION 4 (Please print):

RENTER'S NAME

GROUP NAME

RENTAL INFO

Height _____ Weight _____ Shoe Size _____ Age _____ Male / Female

Skier Type*: I _____ II _____ III _____ Snowboard Type*: Left _____ Right _____

* See Group Information handout for explanation.

Equipment Rental and Release from Liability, Waiver of Claims, Arbitration Agreement

I accept for use the equipment rented to me by Ski Sundown, Inc. (the "Equipment") and accept full responsibility for its care while it is in my possession. I will be responsible for the replacement, at full retail value, of any Equipment which is not returned, and I will be responsible for the costs of repairing any damage to the Equipment, other than normal wear and tear.

SKI EQUIPMENT: I understand that the ski-boot bindings system which I have rented will not release at all times nor under all circumstances, nor is it possible to predict every situation in which it will release. I understand that the ski-boot bindings system is, therefore, no guarantee of my safety. I have accurately represented to Ski Sundown, Inc. my height, weight, age, and skiing ability, recognizing that some or all of these factors may affect the settings of the ski-boot bindings system.

SNOWBOARD EQUIPMENT: I understand that the snowboard bindings system, which I have rented, is a non-release system. I understand that the snowboard bindings system is no guarantee of my safety.

I hereby agree to the fullest extent permitted by law, as follows:

- 1) **TO WAIVE ALL CLAIMS** that I have or may have against Ski Sundown, Inc. and all manufacturers and distributors of the Equipment, caused by the use of the Equipment and/or the inherent risks of the sport of skiing, as defined in Conn. Gen. Stat. § 29-211, *et seq.*;
- 2) **TO ASSUME ALL RISKS INHERENT IN SKIING;**
- 3) **TO RELEASE** Ski Sundown, Inc. and all manufacturers and distributors of the Equipment, from all liability for any loss, damage, injury, or expense I (or my next of kin) may suffer, caused by the use of the Equipment and/or the inherent risks of the sport of skiing.
- 4) **I FURTHER AGREE TO INDEMNIFY** and hold harmless Ski Sundown, Inc. and the manufacturers and distributors of the Equipment for any loss or damage including any that results from claims or lawsuits for personal injury, death, or property loss and damage arising from my use of the Equipment.

Arbitration: I hereby agree to submit all claims against the manufacturers or distributors of the rental Equipment used by me at Ski Sundown, Inc. to arbitration. I further agree to submit any other dispute with Ski Sundown, Inc., which arises from skiing at Ski Sundown, Inc. to arbitration, for the purpose of determining whether the alleged injury arises from a risk inherent in the sport of skiing. For any dispute submitted to arbitration pursuant to this agreement, 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. With regard to disputes between me and Ski Sundown, Inc., **in the event that the Panel determines the alleged injury arises from a risk inherent in the sport of skiing, the claim shall be deemed barred, as a matter of law, and the Participant shall be barred from recovering any compensation from Ski Sundown, Inc.. In the event that the Panel determines the alleged injury did not arise from a risk inherent in the sport of skiing, 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 understand that I will be asked to sign an Equipment Rental and Release from Liability, Waiver of Claims, Arbitration Agreement each time I rent equipment for the program in which I am enrolling. I have read and understand the terms of this Equipment Rental and Release from Liability, Waiver of Claims, Arbitration Agreement.

Further, if I am signing for my child under 18 years of age, I have brought the matters raised in this application to the attention of my child and explained that he or she will have to sign an Equipment Rental and Release from Liability, Waiver of Claims, Arbitration Agreement each time equipment is rented for the program in which my child is enrolling.

X _____
Signature of renter

X _____
Signature of parent/guardian if renter is under age of 18

Print parent/guardian name



P.O. Box 208
126 Ratlum Road
New Hartford, CT 06057
(860) 379-7669(snow)
www.skisundown.com

Group Information

Ski Sundown is committed to offering a safe and fun experience for all skiers and snowboarders. Our group program is a wonderful opportunity to regularly participate in a great winter sport. Please read this handout and discuss the information with your child.

It is important to know the name and contact information of your group leader. He/She organizes and administers your group of skiers/boarders and also handles any problems that may arise during your program. All inquiries must go through your group leader. Please contact your group leader directly if you have any questions or problems.

GROUP PARTICIPANT INFORMATION & WAIVER/RELEASE FORM (attached)

- Section 1 - Every group member must fill out and return this form. Complete section 1 with accurate information. Please be objective when filling out the skier/boarder level. We want your child to be on terrain that is suitable for his/her ability level, thus creating a safe and fun experience. Most children will go beyond the initial number designation.
- Section 2 - A parent or guardian must sign this section after this handout has been discussed with the child.
- Section 3 - A parent and the participant must sign.
- Section 4 - If renting equipment, complete this section (on back). The information requested is essential to match skiers/boarders to their set of equipment and properly adjust the bindings. Please sign the rental release as written, no additions or deletions.

WHAT TO EXPECT THE FIRST DAY AT SKI SUNDOWN

- Be prepared to ski in any weather. Wear a helmet or hat, waterproof gloves, snow pants, waterproof jacket, neck warmer (no scarves), goggles or sunglasses and ski/snowboard socks.
- When the bus arrives at Ski Sundown, a member of the Ski Sundown staff will greet the bus and give a brief talk about safety and proper behavior. All participants will then go to the lodge where a group chaperone will have a reserved table with the group's name on it. There will always be a chaperone at this table if a participant needs assistance. Skiers/boarders may leave their bags at this table or in the lockers or cubbies.
- Renters then go to the Rental Shop to pick up their equipment. If using your own equipment, please have a ski shop perform a binding safety check and wax and tune your child's skis or snowboard prior to the start of the program.
- On their first visit all first-time skiers/boarders will meet outside of the Rental Shop exit where they will be met by a chaperone or Ski Sundown staff and will wait until their lesson time. Since the use of the chair lift may not be taught on the first day, we encourage beginners to use the conveyor lift on their first visit.
- All participants are expected to be outside the Rental Shop 10 minutes before their class begins. They will then be placed in groups according to the skill level marked on their badge. If a participant cannot ski/board in control or ride a chair lift, he/she will be grouped with the new skiers/boarders to review the basics.

RESPONSIBILITY AND SAFETY

A safe and fun environment requires the cooperation of all those who choose to ski and snowboard at Ski Sundown. Please discuss these responsibilities and rules of etiquette with your child before he/she visits Ski Sundown.

RESPECT

- The mountain is for everyone to enjoy. Respect the mountain and those using it and act responsibly at all times. Be watchful and aware of others and show courtesy to them. Present a positive image for our sport.

SAFETY

- The mountain undergoes changes continuously. Take a slow and careful run to familiarize yourself with the current conditions and trails.
- Never follow anyone too closely.
- Do not stop in the middle of a trail.
- We try to provide features that accommodate different skier/boarder abilities. **KNOW YOUR LIMITS.**
- We **DO NOT ALLOW INVERTED AERIALS** at Ski Sundown.
- Be aware of your surroundings. Ski or snowboard with care.

PROPER USE OF LIFTS

- Be familiar with the common courtesies and guidelines for riding the lifts at Ski Sundown. They are for your safety and the safety of others.
- Obey all posted instructions at each lift.
- Do not use a lift until you are familiar with its operation. Watch and learn. Ask any lift employee for help.
- The area around all lift mazes is a **SLOW SKIING ZONE**.
- Do not stand in front of lift mazes or block the flow of traffic.
- Load and unload only at designated areas.
- Lower restraining bar immediately after loading.
- Sit quietly and do not bounce chairs, hit lift towers, or in any way abuse lift equipment.
- When unloading, make sure no loose clothing, poles or packs are caught in the lift. Move quickly away from unloading areas.
- If a lift stops, do not attempt to get off. Remember, if there is a mechanical problem, area personnel will provide assistance.

YOUR RESPONSIBILITY CODE

Slope safety is everyone's responsibility. Observe the code listed below and share with others the responsibility for a great skiing experience. This is a partial list. Be safety conscious.

- Always stay in control and be able to stop or avoid other people or objects.
- People ahead of you have the right of way. It is your responsibility to avoid them.
- You must not stop where you obstruct a trail or are not visible from above.
- Whenever starting downhill or merging into a trail, look uphill and yield to others.
- Always use devices to prevent runaway equipment.
- Observe all posted signs and warnings. Keep off closed trails and out of closed areas.
- Prior to using any lift, you must have the knowledge and ability to load, ride and unload safely.

**KNOW THE CODE.
IT'S YOUR RESPONSIBILITY.**

FREESTYLE TERRAIN

Freestyle Terrain may include half-pipes as well as Terrain Parks and Terrain Features. They are provided for your enjoyment and offer adventure, challenge and fun. However, Freestyle Terrain use, like skiing and snowboarding, exposes you to risk of serious injury. Prior to using Freestyle Terrain, it is your responsibility to familiarize yourself with all instructions and warnings and to follow “Your Responsibility Code”.

- Freestyle Terrain contains man-made and natural terrain variations.
- Freestyle Terrain changes constantly due to weather and use.
- Inspect Freestyle Terrain before using and throughout the day.
- In jumping and using this terrain, you assume risk of serious injury.
- Be courteous and respect others.
- One user on a Terrain Feature at a time.
- Never jump blindly – use a spotter when necessary. Look before you leap!
- It is your responsibility to control your body on the ground and in the air.
- Always clear the landing and do it quickly.
- Always ski or snowboard in control and within your ability.

In addition to “Your Responsibility Code” and the guidelines above, these three simple phrases aid your ability to make better decisions within the Terrain Park.

Look Before You Leap - Scope around the jumps first, not over them. Know your landings are clear and clear yourself out of the landing area.

Easy Style It - Start small and work your way up. Inverted aerials are not allowed at Ski Sundown.

Respect Gets Respect - From the lift line through the park.

Importance of Improving Skills

- To ski and snowboard in control and in a safe manner at all times.
- To increase your ability to explore more terrain and different snow conditions as your skills improve.
- To learn to use your skis and snowboard correctly to avoid fatigue.
- To have more fun, and to enjoy more of the mountain experience.

Ski Sundown is proud to staff Terrain Attendants who maintain the features and answer your questions about the usage of Terrain Features. Please feel free to approach them at any time. You will notice that they wear helmets while skiing and snowboarding within the Terrain Park. We strongly recommend wearing a helmet while skiing or boarding to minimize the risk of injury to you.

Please be aware that Terrain Features can cause damage to equipment. More often than not, this means edge cracking and scratches to the base of the skis or snowboards.

SKILL LEVELS

Ski Sundown groups skiers/boarders into six categories according to skill level. The categories are indicated by numbers 1 to 6. Please enter the correct skill level in section 1 of the Group Participant Information & Waiver/Release Form. These skill levels are vital in helping the Snowsports School make proper class assignments. In order for your child to get the most out of his/her lesson, it is extremely important that you make an honest and accurate assessment of your child's abilities. The following descriptions are provided to help in this assessment.

Skier Skill Levels

1. First time on skis
2. Riding chair lift and can ski independently making wedge turns on **easiest beginner terrain**.
3. Can ski in a wedge confidently on **all beginner terrain**
4. Exploring **intermediate terrain** using wedge and beginning parallel turns
5. Confidently skis **all intermediate and easier advanced terrain** making parallel turns
6. Making consistent parallel turns on **groomed advanced terrain** and ready to explore moguls, steeper terrain and variable snow conditions

Snowboard Skill Levels

1. First time on a snowboard
2. Can control speed and direction but has not ridden a chair lift with a snowboard
3. Riding a chair lift and can control snowboard on **beginner terrain**
4. Beginning to link turns and beginning to ride on **intermediate terrain**
5. Can comfortably link turns on **all intermediate terrain** and beginning to ride **easier advanced terrain**
6. Can comfortably ride **all mountain terrain** and learning advanced techniques (180's, switch riding and carving)

SKIER TYPE

If you are renting, please use this information to fill out Section 4 on Group Participant Information & Waiver/Release Form.

TYPE I	TYPE II	TYPE III
<ul style="list-style-type: none">▪ Skis conservatively▪ Prefers slower speeds▪ Prefers easy, moderate slopes▪ Favors lower than average release/retention settings - this corresponds to an increased risk of inadvertent binding release in order to gain increased releaseability in a fall.▪ Type I setting applies to entry level skiers uncertain of their classification.	<ul style="list-style-type: none">▪ Skis moderately▪ Prefers a variety of speeds▪ Skis on varied terrains including most difficult trails▪ Are all skiers who do not meet all the descriptions of either Type I or Type III	<ul style="list-style-type: none">▪ Skis aggressively▪ Normally skis at high speeds▪ Prefers steeper and more challenging terrain▪ Favors higher than average release/retention settings. This corresponds to decreased releaseability in a fall in order to gain a decreased risk of inadvertent binding release.

SNOWBOARD TYPE

LEFT FOOT FORWARD

RIGHT FOOT FORWARD

Snowboarders must have a retention strap for their equipment. A snowboarder without a retention device will not be allowed to use the lifts. Retention straps can be purchased at Ski Sundown Snow Sports Shop or any sports shop.

COMMUNICATION

If your child requires any special attention due to a physical or medical problem, inform your group leader immediately so that Ski Sundown is notified of it at the time of registration. If your child has an issue with a lesson group assignment, he/she should inform a group chaperone who will speak with a Snowsports School Lesson Supervisor prior to the start of the lesson. If you or your child have other concerns about lessons or any other aspect of the program, please contact your group leader.

FORGOTTEN OR LOST GROUP BADGES

All group members will be issued a Group Badge. They must wear it at all times while participating in the program. It must be displayed to access the lifts and/or to take part in the lessons. If your child is a Passholder, he/she must display a Pass in addition to the Program Badge. THE BADGE IS NON-TRANSFERABLE.

If your child forgets his/her badge, a Replacement Ticket good for one session will be issued at the Welcome Center desk at no cost. If your child forgets the badge a second time, he/she must purchase a Replacement Ticket good for one visit for \$5.00. Lost badges are replaced for a \$5.00 fee. A chaperone must accompany any group member who wishes to purchase a Replacement Ticket or Replacement Badge.

CANCELLATIONS

Ski Sundown offers make-up dates if Ski Sundown cancels a visit due to unfavorable weather conditions. If school is canceled on a scheduled visit date in the district where group members reside, a make-up session will be offered. Your group leader will keep you informed of any changes, cancellations or make-up dates. Please contact your group leader, not Ski Sundown, regarding cancellations and make-ups.

MISSED VISITS OR LESSONS

If your child misses a visit, the badge is valid for lift only make-up visit on Mondays through Fridays 9AM – 10PM, excluding holidays (Jan. 18, Feb. 15 - 19, 2010), from January 4, 2010 until the end of season. There is no make-up, credit or refund for a missed lesson. If your child purchased the rental option, he/she will be able to use the rentals on the make-up visit if prior arrangements are made with the Rental Shop. You can contact the Rental Shop at (860) 379-7669 ext. 250.

REFUND POLICY

Full refund less \$25.00 administrative fee will be given if request is made in writing and received by Ski Sundown from the group leader prior to January 2, 2010. No refunds or credits will be given after this date unless the protection policy criteria are met. The protection policy is added to your program and will reimburse the cost of your program on a prorated basis in the event of injury or illness that prevents your child's completion of the program. The illness or injury must be confirmed by a letter from a licensed physician, and the refund request must be received from the group leader prior to end of season.

Program changes can be made at no charge up to the start of the program.

LOST AND FOUND

If the item is missing during your child's visit, he/she can go to the Snow Sports Shop to fill out a Missing Item Report. There is also a link on our website that you can use to contact the Snow Sports Shop about the missing item. We recommend that all personal items be labeled with identification that will help with getting the lost item back to your child.