

**SKI SUNDOWN, INC.
RELEASE OF LIABILITY, WAIVER OF CLAIMS,
AND ARBITRATION AGREEMENT**

Notice – By signing this document you may be waiving certain legal rights, including the right to sue. Helmets are required to participate in this event.

Release and Waiver of Claims

In consideration of being allowed to participate in The Main Event Series at Ski Sundown operated by Ski Sundown, Inc. (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 arising out of the inherent risks of engaging in The Main Event Series at Ski Sundown;
- 2) **TO ASSUME ALL RISKS INHERENT IN THE MAIN EVENT SERIES AT SKI SUNDOWN;** and
- 3) **TO RELEASE** the Facility, its 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 Main Event Series at Ski Sundown, which include, but are not limited to, the instruction received during The Main Event Series at Ski Sundown.

The Participant acknowledges and agrees that the inherent risks of participating in The Main Event Series at Ski Sundown 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 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 Main Event Series at Ski Sundown to arbitration, for the sole purpose of determining whether the alleged injury arises from a risk inherent in the activities engaged in during The Main Event Series at Ski Sundown. 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 Main Event Series at Ski Sundown, 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 activities engaged in during The Main Event Series at Ski Sundown, 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 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.

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.

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

PARTICIPANT'S PRINTED NAME: _____

Participant's Signature: _____ Date: _____

Parent/Guardian Signature: _____ Date: _____