

# **2023 WILBRAHAM MIDDLE SCHOOL "FRIDAY SKI SUNDOWN" PROGRAM REGISTRATION PACKET**

## **REGISTRATION: October 24–November 1**

In-office or mail-in registration **ONLY** (no online) - completed packet AND payment are due at time of registration, **NO EXCEPTIONS**

**SPACE IS LIMITED – SPOTS ARE FILLED ON FIRST COME BASIS  
(50 MAXIMUM PARTICIPANTS)**

NOTE: To run this program we will need a **minimum** of 35 participants and five responsible adults to chaperone. Please call the WPRD if interested in chaperoning three or more weeks - ski skills are optional!

- Be sure to read all the registration information carefully and sign all the necessary documents. **Registration packets will not be accepted at the WPRD without payment and all the necessary forms completed and signed.** A list of required forms appears below.
- Take this packet home and read it thoroughly. Complete all the forms and secure the appropriate information and signatures. **The participant's signature is required where indicated.**
- The completed packet may be returned to the Parks & Recreation Department October 24 - November 1 **or until spaces are filled.** Space is limited - once the program fills packets will be accepted to a waiting list only. The waiting list will be utilized if a registered participant drops prior to the start of the program.
- Registration will be accepted on a first come basis with the **completed** packet. We are not able to "hold a spot" until paperwork is properly completed and payment is made. **NO EXCEPTIONS.**

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**Before registering at the WPRD, please check the following to be sure your registration packet is complete:**

- ☐ Check made payable to **Town of Wilbraham** (Check or charge are accepted, **cash is not accepted**)
- ☐ Policies and Procedures Form (Parent/guardian **and** participant signature required)
- ☐ WPRD Registration Form (Parent/guardian signature required)
- ☐ Ski Sundown New Participant Form
- ☐ Ski Sundown Group Participant Information & Program Agreement (Parent/guardian signature required)
- ☐ Ski Sundown Skiing and COVID-19 Form (Parent/guardian signature required)

# WPRD 2023 SKI PROGRAM POLICIES & PROCEDURES

## ELIGIBILITY

*Ski Sundown's 5-week Friday Night Ski & Ride Program* for 2023 is open to Grade 6-8 Wilbraham Middle School & school choice students only.

## SPECIAL NEEDS

Please notify the Recreation Department at the time of registration if any skier/boarder requires special attention due to physical or medical issues. Ski Sundown has an incredible Adaptive Program.

## EQUIPMENT

- Parents can drop equipment off at WMS between 7:00 – 7:30 a.m. in the auditorium. No equipment is allowed on a school bus.
- No student is to be dropped off with equipment before 7:30 a.m.
- Equipment goes into the back right side of the WMS Auditorium. It is required that all students place their name on everything they plan on bringing.
- The WMS or the WPRD are NOT responsible for any lost or stolen items
- After school ends students may go to the auditorium and get equipment and change into proper ski wear. No ski boots are to be worn on the bus.

**Helmets are to be worn at all times while skiing/snowboarding. If a child is caught without a helmet, she/he will be warned once; a second infraction will result in her/his pass being suspended for the remainder of the day**

## DROP OFF AND PICK UP PROCEDURE

Children should be ready at WMS between 2:15 p.m. – 2:30 p.m. **The bus will depart for Ski Sundown at exactly 2:30 p.m. - no exceptions will be made.** Parents must pick their children up between 10:00 p.m. – 10:15 p.m. at WMS. No child will be released to anyone other than the appointed parent unless a list of other acceptable people is given to a supervisor **prior to the bus leaving WMS.** Do not send anyone not on this list to pick up your child. Please be on time when picking up your child/children. Be considerate of our chaperones, they have just spent seven fun but very exhausting hours supervising the skiers and would like to go home. We will not leave a child unsupervised. If you are more than ten minutes late in picking your child up, your home phone number will be called, then your emergency phone number. If we are unable to reach you and/or your emergency contacts, the Wilbraham Police Department will be called.

## BEHAVIORAL POLICY

The Wilbraham Parks & Recreation Dept. (WPRD) has adopted a zero tolerance policy for this program. It is a privilege for the participants to partake in this event - any behavior deemed detrimental to the program by a supervisor and/or ski instructor will result in the student being immediately dismissed from the program. If your child is dismissed from the program **NO REFUND WILL BE GIVEN!** No staff member, child, or Ski Sundown patron shall be subjected to verbal or physical abuse by a child enrolled in this program. This includes, but is not limited to: humiliation, foul or abusive language, or ridicule.

-If your child "skips" his/her lesson, your child will not be allowed to attend the program the following week. A second offense will result in your child being removed from the program. **NO REFUNDS WILL BE ISSUED.**

-If at any time Ski Sundown personnel or a supervisor feels your child is skiing/snowboarding in a reckless or unsafe manner, we will pull your child's ticket for the remainder of the day. Your child will also not be allowed to attend the program the following week. **NO REFUNDS WILL BE ISSUED.**

-The primary goal of these discipline measures is to ensure the safety of the group and to remain in good standing with Ski Sundown and the bus company. Behavior determined to be detrimental to the program is at the discretion of the supervisors. Due to the nature of the program, students will not have the benefit of a "second chance." Since parents will not be immediately available to discuss the behavioral issues, once determined by the supervisors all discipline decisions are final. If a participant is dismissed from the program, **A REFUND WILL NOT BE GRANTED UNDER ANY CIRCUMSTANCE.**

## CHECK IN POLICY

In order to ensure the safety of all participants, the Ski & Ride Program will require participants to check in hourly with an assigned supervisor. A group of ten students will be assigned to a supervisor, and students are responsible for checking in with that supervisor at these times throughout the day:

2:15 – 2:30 p.m.	Check in at WMS
3:45 – 4:00 p.m.	Check in at Ski Sundown
5:50 p.m.	Check in at lodge
7:10 p.m.	Check in half way through open ski at lodge
8:00 p.m.	Check in at the end of open ski at lodge
8:30 p.m.	Check in prior to bus departing Ski Sundown
10:00 – 10:15 p.m.	Check out with student and parent/guardian at WMS

If a student purposely disregards a check in with their appropriate supervisor at the given time, he/she will be treated as missing and located by ski patrol. He/she will not be allowed to participate for the rest of the evening. They will spend the remaining time in the lodge with their supervisor, and further discipline may follow if deemed necessary.

### **REFUND POLICY**

- In the event the WPRD cancels the program, you will receive a full refund. Please allow at least 30 business days for a refund check to be processed
- Prior to January 3, 2023 Ski Sundown will issue a full refund for their fees ONLY (the WPRD Admin/Bus fee is NON-REFUNDABLE). Once the program has started no refunds will be given under any circumstance.
- If the program is cancelled due to inclement weather or no snow, no refunds will be given. The WPRD will attempt to coordinate a make-up day with Ski Sundown, however transportation will only be provided if a bus is available. If a make-up day cannot be coordinated no refunds will be given.
- Single absences will not be refunded
- If a participant is dismissed from the program for disciplinary issues, a refund will not be granted under any circumstance.

### **MISCELLANEOUS**

- If a participant is injured during the Ski & Ride Program and must be transported to a hospital, he/she will be taken to Charlotte Hungerford Hospital in Torrington, CT
- No student is allowed back into the school after 2:30 PM
- School paraphernalia goes on the Ski Sundown bus with the child, items can be left on the bus during skiing/boarding.
- Food can be purchased at the Ski Lodge. No eating will be allowed on the bus, and no stops will be made along the trip.
- No one is allowed to go home from Ski Sundown by transportation other than the bus, unless written permission from a parent is given to a chaperone **prior to the bus leaving WMS**
- If the mountain has to close Ski Sundown will offer a make-up date, however transportation will only be provided if a bus is available.
- If school or after school activities are cancelled then the Ski Sundown Program is cancelled regardless of the weather
- If school is cancelled and Ski Sundown is open, Ski Sundown will offer a make-up date. Transportation will only be provided if a bus is available.

### **PROGRAM DATES**

- The Ski Sundown program takes place on Friday nights for the following five weeks (weather dependent):
  - Friday, January 6, 2023
  - Friday, January 13, 2023
  - Friday, January 20, 2023
  - Friday, January 27, 2023
  - Friday, February 3, 2023
- **IF A SESSION IS CANCELLED MAKE-UP DATES DEPEND ON SKI SUNDOWN AND BUS COMPANY AVAILABILITY**

### **IMPORTANT NUMBERS/INFORMATION**

Ski Sundown Ski Area: 860-379-7669  
Ski Sundown Website: [www.skisundown.com](http://www.skisundown.com)  
Wilbraham Parks & Recreation Department: 413-596-2816

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PARENT/GUARDIAN SIGNATURE

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DATE

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PARTICIPANT SIGNATURE (Required)

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DATE



WILBRAHAM PARKS & RECREATION DEPARTMENT  
45C POST OFFICE PARK, WILBRAHAM, MA 01095

## WPRD SKI SUNDOWN 5-WEEK SKI PROGRAM REGISTRATION FORM

Registration runs October 24-November 1 or until program is full

Program begins Friday, January 6

NAME: \_\_\_\_\_ D.O.B.: \_\_\_\_\_ AGE: \_\_\_\_\_ GRADE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ MALE / FEMALE  
(STREET, CITY, ZIP)

EMAIL ADDRESS: \_\_\_\_\_  
\* we will be sending information via email - please check it daily

HOME PHONE: \_\_\_\_\_ CELL: \_\_\_\_\_

PARENT/GUARDIAN(S) NAMES: \_\_\_\_\_

1) EMERGENCY CONTACT  
NAME/RELATIONSHIP: \_\_\_\_\_ PHONE: \_\_\_\_\_

2) EMERGENCY CONTACT  
NAME/RELATIONSHIP: \_\_\_\_\_ PHONE: \_\_\_\_\_

WILL PARENT CHAPERONE? YES NO

PARENT CHAPERONE NAME: \_\_\_\_\_ ALL 5 WEEKS? \_\_\_\_\_ 3 or 4 WEEKS? \_\_\_\_\_  
(please circle one)

### COSTS FOR PROGRAM: (please check ONE of the options below)

- |  |                 |
|--|-----------------|
| <input type="checkbox"/> <b>OPTION 1: WPRD Bus/Admin Fee Only (NO lift, lesson, or equipment)</b>                  | <b>\$185.00</b> |
| <input type="checkbox"/> <b>OPTION 2: WPRD Bus/Admin Fee &amp; Equipment Rental (NO lift or lesson)</b>            | <b>\$336.00</b> |
| <input type="checkbox"/> <b>OPTION 3: WPRD Bus/Admin Fee &amp; Lift Ticket (NO lesson or equipment)</b>            | <b>\$385.00</b> |
| <input type="checkbox"/> <b>OPTION 4: WPRD Bus/Admin Fee &amp; Lesson/Lift Ticket Package (NO equipment)</b>       | <b>\$478.00</b> |
| <input type="checkbox"/> <b>OPTION 5: WPRD Bus/Admin Fee &amp; Life Ticket &amp; Equipment Rental (NO lessons)</b> | <b>\$536.00</b> |
| <input type="checkbox"/> <b>OPTION 6: WPRD Bus/Admin Fee &amp; Lesson/Lift Ticket Package &amp; Equipment</b>      | <b>\$629.00</b> |

**Credit cards & checks are accepted - no cash accepted. Make checks payable to Town of Wilbraham**

**\*NOTE: If a credit card is used for payment, there is a convenience fee charged**

### REFUND POLICY:

- In the event the WPRD cancels the entire program you will receive a full refund. Please allow at least 30 business days for a refund check to be processed.
- Prior to January 3, 2023 Ski Sundown will issue a full refund for their fees ONLY (the WPRD Admin/Bus fee is **NON-REFUNDABLE**). All refund requests must go through the Group Leader ONLY.
- Once the program has started no refunds will be given under any circumstance
- No refunds will be given for days cancelled due to inclement weather even if make-up days cannot be arranged
- Single absences will not be refunded
- If a participant is dismissed from the program for disciplinary issues, a refund will not be granted under any circumstance
- Lesson time and/or program (ski or snowboard), once selected, may not be changed for any reason

## PLEASE READ THE FOLLOWING CAREFULLY

I, \_\_\_\_\_ have read and understand all the policies and procedures outlined in the registration packet concerning my child partaking in the Ski Sundown Program.

I agree to have my child/ward, \_\_\_\_\_, abide by these rules and regulations. I will have my child/ward read the above information so that there are no misunderstandings as to what is expected of him/her.

X \_\_\_\_\_  
PARENT/GUARDIAN SIGNATURE DATE

X \_\_\_\_\_  
PARTICIPANT SIGNATURE (Required) DATE

### WILBRAHAM PARKS & RECREATION DEPARTMENT WAIVER

I, the undersigned parent and/or guardian of \_\_\_\_\_, a minor, on the date of \_\_\_\_\_, do hereby consent to my child's participation in voluntary recreational programs of the Town of Wilbraham. I agree not to sue and also agree to forever release the Town of Wilbraham, the H.W.R. School District, their servants, officers, officials, employees, agents and ("the releasees") assisting or participating in voluntary recreational programs of the Town of Wilbraham from any and all claims, rights of action and causes of action that may arise in the past, or may arise in the future, directly or indirectly, from personal injuries to my child or property damage resulting from my child's participation in the Town of Wilbraham voluntary recreational programs.

I also promise, to indemnify, defend, and hold harmless the releasees against any and all legal claims and proceedings of any description that may have been asserted in the past, or may be asserted in the future, directly or indirectly, arising from personal injuries to my child or property damage resulting from my child's participation in the Town of Wilbraham voluntary recreational programs.

I further affirm that I have read this Consent and Release Form and that I understand the contents of this form. I understand that my child's participation in these programs is voluntary and that my child and I are free to choose not to participate in said programs. By signing this form, I affirm that I have decided to allow my child to participate in the Town of Wilbraham's athletic recreational programs with full knowledge that the releasees will not be liable to anyone for personal injuries and property damage my child or I may suffer in voluntary Town of Wilbraham recreational programs.

**I have read, understand and agree to all of the above information:**

X \_\_\_\_\_  
SIGNATURE OF PARENT/GUARDIAN RELATIONSHIP DATE

#### **WPRD Office Use Only:**

- ☐ Check made payable to **Town of Wilbraham** (Check or charge are accepted, **cash is not accepted**)
- ☐ WPRD Policies and Procedures Form (Parent/guardian **and** participant signature required)
- ☐ WPRD Registration Form (Parent/guardian signature required on)
- ☐ Ski Sundown New Participant Form
- ☐ Ski Sundown Group Participant Information & Program Agreement (Parent/guardian signature required)
- ☐ Ski Sundown Skiing and COVID-19 Form (Parent/guardian signature required)

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# SKI SUNDOWN

## 2022-2023

*New Participant - Program Add On Request - Program Change Request  
Refund Request – Medical Refund Request*

**GROUP NAME:** Wilbraham Middle School **DAY:** Friday

**PARTICIPANT'S NAME:** \_\_\_\_\_

### New Participant Registration\*

\*Group Participant Information & Program Agreement Form and PAYMENT must be enclosed for all new participants. **After November 11, 2022 there is a \$25 fee** for any new or late registrants.

Lift & Lesson\_\_\_\_ Lift Only\_\_\_\_ Rental Equipment \_\_\_\_ **Season Passholder Lesson Only**\_\_\_\_

### ADD ON\*

\*add-ons to programs (including equipment rentals and lessons) made after **November 11, 2022** are subject to a **\$25 fee**

Lesson\_\_\_\_ Rental Equipment \_\_\_\_

### CHANGE\*

\*changes made to Participant programs after **January 3, 2023** are subject to **\$25 administrative fee**

Please state the change you would like to make:

Lesson\_\_\_\_ Rental Equipment \_\_\_\_

Notes: \_\_\_\_\_

**REFUND** (Request must be received **prior** to the start date of your Groups program - \$25 fee applied if received after)

Lift & Lesson \_\_\_\_\_

Lift Only \_\_\_\_\_

Lesson Only \_\_\_\_\_

Rental Equipment \_\_\_\_\_

**TOTAL REFUND AMOUNT =** \_\_\_\_\_

### Mail Refund to:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

### PROTECTION POLICY (MEDICAL) REFUND

(Request must be received by March 14, 2023) This Policy Covers injury or illness that prevents Participant from the completion of the program. Injury or illness must be confirmed by a letter from a **licensed physician**.

Lift & Lesson \_\_\_\_\_

Lift Only \_\_\_\_\_

Lesson Only \_\_\_\_\_

Rental Equipment \_\_\_\_\_

**TOTAL REFUND AMOUNT =** \_\_\_\_\_

### Mail Refund to:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Group Leader \_\_\_\_\_ Group Leader Signature \_\_\_\_\_ Date \_\_\_\_\_  
(Please print)

PHONE: (860) 379-7669 x204

FAX: (860) 379-1853

E-MAIL: [groupservices@skisundown.com](mailto:groupservices@skisundown.com)

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# SKI SUNDOWN

## 2022-2023 GROUP PARTICIPANT INFORMATION & PROGRAM AGREEMENT

**Group Name:** \_\_\_\_\_ **Day of Visit:** \_\_\_\_\_

Registration Deadline Friday, November 11, 2022 (Any Participant forms submitted after are subject to a \$25 late fee)

### ★ SECTION 1 (PLEASE PRINT ONLY)

Participant Name: \_\_\_\_\_ Birth Date: \_\_\_\_\_

Parent Name: \_\_\_\_\_ Email\*: \_\_\_\_\_

Address: \_\_\_\_\_ Town: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

\*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.

### ★ SECTION 2 SELECT ONE FROM EACH CATEGORY (Lessons require skill level\*, see Section 3):

Program Choice: ☐ Lift & Lesson\* ☐ Lift Only ☐ Season Passholder Lesson\* ☐ BUS Only

Ski or Snowboard: ☐ Ski ☐ Snowboard

Rental Equipment: ☐ No (Does not need rental) ☐ Yes (if yes, complete Rental Information below in Section 4)

### ★ SECTION 3 CIRCLE YOUR SKILL LEVEL (choose only ONE skill level)

Ski Sundown groups skiers/ boarders into four categories according to skill level. These skill levels are vital in helping the Snow Sports School make proper class assignments. In order for your child to get the most out of their 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.

#### **Ski - Skill Level/ Lesson Content (CHECK BOX)**

- ☐ **First Time - New to the sport.** Ready to learn the basics on equipment, turning, stopping and chair lift procedures.
- ☐ **Novice** - Riding the chair lift and can ski independently making wedge turns on beginner terrain. Ready to discover linking turns, changing the size, shape and rhythm of turns, pole use, skating and introduction to parallel turns.
- ☐ **Intermediate** - Exploring intermediate terrain making small wedge or beginning parallel turns. Ready to build more confidence by skiing many different turn shapes and sizes on more challenging terrain and in different conditions.
- ☐ **Advanced** - Making consistent parallel turns on advanced terrain. Ready to explore all the mountain has to offer by learning the skills and tactics that it takes to ski steeper terrain, moguls and variable snow conditions.

#### **Snowboard - Skill Level/ Lesson Content (CHECK BOX)**

- ☐ **First Time - New to the sport.** Ready to learn the basics on equipment, turning, stopping and chair lift procedures.
- ☐ **Novice** - Riding the chair lift and can snowboard independently controlling the direction and speed on beginner terrain. Ready to discover speed control through heel and toe edge movements and intro to linking turns.
- ☐ **Intermediate** - Exploring intermediate terrain using linked turns to control direction. Ready to learn speed control through turn shape and intro to carving and ground tricks.
- ☐ **Advanced** - Making carved turns on advanced terrain. Ready to discover advanced carving skills, switch riding, moguls or intro to aerials.

**NEW! Check off**  
☐ **The participant has viewed Ski Sundown's Safety Video and Safety Guidelines at [skisundown.com](http://skisundown.com).**  
**CONTINUED ON NEXT PAGE**

All participants must sign the Program Agreement on the back of this form (parents must also sign for participants under age 18).

### ★ SECTION 4 RENTAL INFORMATION (Complete ONLY if renting equipment for the Program)

Renter's Name: \_\_\_\_\_ Male/Female: \_\_\_\_\_

Renter's Height: \_\_\_\_\_ Weight: \_\_\_\_\_ Shoe Size: \_\_\_\_\_ Age: \_\_\_\_\_ ☐ 1st Time?

**Skier Type** (see below for explanation): ☐ I ☐ II ☐ III **Snowboard Type:** ☐ Left foot forward ☐ Right foot forward

#### **Cautious Skiing At Lighter Release/Retention Settings**

- Type 1 Skiers** ~ Ski conservatively ~ Prefer slower speeds ~ Prefer easy, moderate slopes ~ Favor 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 1 settings apply to entry level skiers uncertain of their classification.

#### **Moderate Skiing At Average Release/Retention Settings**

- Type II Skiers** ~ Ski moderately ~ Prefer a variety of speeds ~ Ski on varied terrains including most difficult trails ~ Are all skiers who do not meet all the descriptions of either Type I or Type III

#### **Aggressive Skiing At Higher Release/Retention Settings**

- Type III Skiers** ~ Ski aggressively ~ Normally ski at high speeds ~ Prefer steeper and more challenging terrain ~ Favor 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.



## SECTION 5

## PROGRAM AGREEMENT

SKI SUNDOWN, INC.

### RELEASE OF LIABILITY, WAIVER OF CLAIMS, EQUIPMENT RENTAL, AND ARBITRATION AGREEMENT

#### PLEASE READ CAREFULLY

Skiing and snowboarding involve risk of serious injury, including death, caused by hazards inherent in the sport of skiing. Participation in the sport of skiing, no matter what type equipment you are using or the event or program that you have chosen to participate in, is a voluntary act on the part of the Participant and where applicable the Participant's parent(s) or guardian(s).

**PARENT(S)/GUARDIAN(S):** Only allow your child to participate in the sport of skiing if he/she:

- Appreciates the risks involved in the sport;
- Knows his/her own capabilities and limitations regarding the sport of skiing;
- Is capable of exercising common sense.

The use of helmets is strongly recommended. If you and/or your child decide not to use a helmet, you do so at your own risk.

**Release and Waiver of Claims:** In consideration of being allowed to participate in the sport of skiing at 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 the sport of skiing;

2) **TO ASSUME ALL RISKS INHERENT IN THE SPORT OF SKIING;** and

3) **TO RELEASE** Ski Sundown, Inc., the facility, its owners, affiliates, officers, directors, employees, agents, and shareholders, and all manufacturer's and distributor's of equipment 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 sport of skiing.

The Participant acknowledges and agrees that the inherent hazards and risks of participating in the sport of skiing 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.

**Acknowledgement of Equipment Instructions:** I will not use any equipment until I have received instructions on its use and I fully understand its use and function. I agree to verify the visual indicator settings to be recorded on any rental forms agree with the number appearing in the visual indicator windows of any equipment listed on the form.

**Equipment Rental and Release from Liability and Waiver of Claims:** 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) **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.

5) **I FURTHER AGREE** to submit all claims against the manufacturers or distributors of the rental Equipment used by me at Ski Sundown, Inc. to arbitration.

**Arbitration:** The Participant or his/her Parent(s) or Guardian(s) hereby agree(s) to submit any dispute arising from participation in the sport of skiing to arbitration, for the sole purpose of determining whether the alleged injury arises from a hazard 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. The neutral arbitrator shall be a current officer of a ski area located in Connecticut, Vermont, New Hampshire, Maine or Massachusetts. 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 a court of competent jurisdiction based on the criteria specified above. 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 West 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 Participant's alleged injury arises from a hazard inherent in the Participant's participation in the sport of skiing, Participant's 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 that Participant's alleged injury did not arise from a hazard inherent in the sport of skiing, the Panel must next determine whether Ski Sundown, Inc. was negligent and if so, whether Ski Sundown, Inc.'s negligence was a proximate cause of Participant's injury. If the Panel determines that either Ski Sundown, Inc. was not negligent or that any negligence on its part was not a proximate cause of the Participant's injury, then the Panel must enter an award of no responsibility for Ski Sundown, Inc. & Participant shall be barred, as a matter of law, from any recovering any compensation from Ski Sundown, Inc.** However, if the Panel finds that negligence on the part of Ski Sundown, Inc. was a *proximate* cause of Participant's injury, the Panel must then determine whether Participant was negligent and whether Participant's negligence contributed to his/her injury. The Panel shall assign a percentage of negligence for both Ski Sundown, Inc. and Participant, which must equal 100%. If the Participant's allocation of negligence exceeds 50%, **Participant's claim shall be deemed barred, as a matter of law, and the Participant shall be barred from recovering any compensation from Ski Sundown, Inc.**

However, if Participant's allocation is less than 50%, then the Panel shall determine dollar amount for any damages that have been proven that will fairly compensate the Participant for his/her injury. The Panel shall then multiply the dollar amount of any such damages by the percentage of negligence found on the part of Ski Sundown, Inc. The resulting number shall be the Panel's compensation award for Participant's injury.

The Federal Rules of Evidence shall apply to the arbitration proceeding unless the parties otherwise agree.

**Acknowledgement:** 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.

Parents or Guardians must also sign if the Participant is UNDER 18.

**Participant's Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Parent/Guardian Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_



# SKIING and COVID-19

Skiing is an active, outdoor sport. Please understand that despite all the precautions and safety measures we have taken, it is not possible for us to guarantee you or your child a COVID-19-free environment inside of our facilities, or outside on the mountain. COVID-19 is now a risk inherent in everyday life. If you leave your house, you assume the risk of exposure. **By participating in, and/or allowing your child to participate in, skiing and skiing-related activities, you hereby accept the risk that you and/or your child may be exposed to, and possibly contract, COVID-19.** In light of this, please understand as follows:

I understand and accept that **social distancing and disinfecting are not possible** at all times. I may touch equipment that has been touched by others (including Ski Sundown staff), and I may come into close contact with other guests and Ski Sundown staff, including Ski Patrol.

I understand and accept that the **use of face coverings may not always be practical** while at Ski Sundown.

I understand and accept that Ski Sundown **relies on the truth and honesty of all guests** who visit Ski Sundown that they are not doing so while they, or any member of their household, are sick or feeling potential COVID-19 symptoms. Neither I, nor anyone in my household, currently has or feels symptoms of COVID-19. To the extent that this changes, I will remove myself (and my family) from Ski Sundown immediately.

I hereby certify that I have read the above information, understand it, and voluntarily agree to participate and/or to allow my child to participate notwithstanding same.

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Guest Name (Printed)

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Guest Signature (If Guest is an *Adult*):

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Parent/Guardian Name (*If Guest is a Minor, or Parent/Guardian signing for family*)

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Parent/Guardian Signature (*If Guest is a Minor, or Parent/Guardian signing for family*)

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

