

2026 WILBRAHAM MIDDLE SCHOOL "FRIDAY SKI SUNDOWN" PROGRAM REGISTRATION PACKET

REGISTRATION: October 14–October 27

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 30 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 14 – October 27 **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.**

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 encouraged to avoid convenience fees with using a credit card, **cash is not accepted**)
- ☐ WPRD Registration Form with Policies and Procedures (Parent/guardian **AND** participant signature required)
- ☐ WPRD Participant Information Form (Parent/guardian signature required)
- ☐ Ski Sundown Group Participant Information & Program Agreement (Parent/guardian **AND** participant signature required)
- ☐ Participant and Parent/Guardian must watch the Ski Sundown NSSA Safety Video and Guidelines

WPRD 2026 SKI PROGRAM POLICIES & PROCEDURES

ELIGIBILITY

Ski Sundown's 5-week Friday Night Ski & Ride Program for 2026 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 front vestibule. 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 front vestibule of the school building. 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 get their 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 primary 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
- **WPRD Refund Deadline is November 24th**, and will only be processed if a replacement participant can be found.
- **Prior to January 5, 2026** Ski Sundown will issue a 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. **Please read Ski Sundown's policies.**
- 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 9, 2026
 - Friday, January 16, 2026
 - Friday, January 23, 2026
 - Friday, January 30, 2026
 - Friday, February 6, 2026
- **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
Wilbraham Parks & Recreation Department:	413-596-2816

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

WPRD SKI SUNDOWN 5-WEEK SKI PROGRAM REGISTRATION FORM

Registration runs October 14-October 27 or until program is full

Program begins Friday, January 9th, 2026

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)

- | | |
|--|-----------------|
| ☐ OPTION 1: WPRD Bus Fee Only (Ski Sundown Pass Holder) | \$250.00 |
| ☐ OPTION 2: WPRD Bus Fee & Equipment Rental (NO lift or lesson) | \$400.00 |
| ☐ OPTION 3: WPRD Bus Fee & Lift Ticket (NO lesson or equipment) | \$475.00 |
| ☐ OPTION 4: WPRD Bus Fee & Lesson/Lift Ticket Package (NO equipment) | \$610.00 |
| ☐ OPTION 5: WPRD Bus Fee & Life Ticket & Equipment Rental (NO lessons) | \$625.00 |
| ☐ OPTION 6: WPRD Bus Fee & Lesson/Lift Ticket Package & Equipment | \$760.00 |

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 5, 2025 Ski Sundown will issue a refund for their fees ONLY (the WPRD Bus fee is NON-REFUNDABLE). All refund requests must go through the Group Leader at the WPRD Office.
- 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 Registration Form with Policies and Procedures (Parent/guardian **AND** Participant signature required)
- ☐ Ski Sundown Group Participant Information & Program Agreement (Parent/guardian signature required)
- ☐ WPRD Participant Information Form (Parent/guardian signature required)

DATE: _____ TOTAL PAID: \$ _____ CHECK #: _____ CC: _____

SKI SUNDOWN SKI & RIDE PROGRAM

PARTICIPANT INFORMATION FORM

Please complete this form and return (along with registration form) to the Wilbraham Parks & Recreation Department. This information will be used only in the interest of your daughter/son and will help make your participant's experience positive. This information will only be shared with the trip chaperones and program staff.

Participant's Name _____ Grade _____

List of names of other people you will allow us to release your child/children to: **(CHILD WILL NOT BE RELEASED TO ANYONE BUT REGISTERED PARENT UNLESS HIS/HER NAME APPEARS HERE):**

Name: _____ Contact #: _____

Name: _____ Contact #: _____

Name: _____ Contact #: _____

Is there anything the staff should know in regard to his/her medical history (allergies and/or medications), or any issues you feel the staff should be aware of?

Any additional information regarding special needs? (Please see the Special Needs section in the registration packet)

In the event medical treatment is deemed necessary, I understand that every effort will be made to contact a parent/guardian. In the event I cannot be reached, I hereby give my permission to the medical personnel to treat and/or transport and/or a physician to administer any and all medical treatment my child may require.

Policy Holder's Name

Insurance Company

Policy Number

X _____

Signature of Parent/Guardian

Date

Information provided by: _____

Relation to participant: _____

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SKI SUNDOWN

2025-2026 GROUP PARTICIPANT INFORMATION & PROGRAM AGREEMENT

Group Name: _____ **Day of Visit:** _____

Registration Deadline Friday, November 14, 2025 (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 five 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** - "I have never skied before." New to the sport. Lesson will start with balance, stance and an introduction to equipment. Skiers will learn the basic fundamentals of stopping and turning in a controlled manner.
- ☐ **Beginner** - "I can make controlled left and right turns on green circle terrain, or I am returning to the sport after a prolonged time away." Lesson will focus on developing confidence in turns, right and left. Skiers will learn to stop with confidence on easy terrain
- ☐ **Novice** - "I can ride a chairlift independently and ski with confidence on green circle trails." Lesson will focus on speed control using wedge and turn shapes. Skiers will begin linking turns and exploring parallel skiing.
- ☐ **Intermediate** - "I am confidently parallel skiing on green circle trails and developing my skills on blue square trails." Lesson will focus on navigating intermediate terrain, refining speed control through varying turn size and shape, and developing a more proficient parallel skiing technique.
- ☐ **Advanced** - "I ski confidently and want to fine-tune my technical abilities." Making consistent parallel turns on advanced terrain. Lesson will focus on 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** - "I have never snowboarded before." New to the sport. Lesson will start with an introduction to equipment and balance. Snowboarders will learn the basic fundamentals of stopping and turning in a controlled manner.
- ☐ **Beginner** - "I can side slip on my heel-side on green circle terrain, or I am returning to the sport after a prolonged time away." Lesson will focus on learning to stop on both heel-side and toe-side. Snowboarders will focus on balance, learn falling leaf and get an introduction to shaped turns.
- ☐ **Novice** - "I can ride a chairlift independently and can heel-side and toe-side turn with control." Lesson will focus on different shaped turn skills and how to navigate flat terrain successfully.
- ☐ **Intermediate** - "I can confidently shape my turns on green circle trails and perform controlled stops." Lesson will focus on switch riding and exploring intermediate level trails. Snowboarders will focus on linking their turns and progressing through more variable terrain.
- ☐ **Advanced** - "I can confidently link my turns while maintaining controlled speed." Making carved turns and switch riding on advanced terrain. Lesson will focus on learning the skills and tactics that it takes to snowboard steeper terrain in variable snow conditions.

IMPORTANT!
Check off

☐ **The participant has viewed Ski Sundown's Safety Video and Safety Guidelines at 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.



RELEASE OF LIABILITY, WAIVER OF CLAIMS, EQUIPMENT RENTAL, AND BINDING 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 legal guardian(s) [the participant and the participant's parent(s) and/or legal guardian(s) are collectively referred to herein as "Participant"].

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

- Appreciates the risks involved in the sport;
- Knows his/her/their 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.

WAIVER OF CLAIMS, ASSUMPTION OF RISK; RELEASE; INDEMNIFICATION

In consideration of being allowed to participate in the sport of skiing at Ski Sundown, Inc. ("Ski Sundown"), the Participant hereby agrees, to the fullest extent permitted by law, as follows:

- 1) **TO WAIVE ALL CLAIMS** that they have or may have against Ski Sundown 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, its owners, affiliates, officers, directors, employees, agents, and shareholders, and all manufacturers and distributors of equipment from all liability for any loss, damage, injury, or expense that the Participant (or Participant's next of kin) may suffer, arising out of the inherent risks of participation in the sport of skiing;
- 4) **TO INDEMNIFY** and hold harmless Ski Sundown for any loss or damage including any that results from claims or lawsuits for personal injury, death, or property loss and damage arising from Participant's participation in the sport of skiing at Ski Sundown.

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 Ski Sundown 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

Participant hereby agrees that Participant will not use any equipment until Participant has received instructions on its use and fully understands its use and function. Participant agrees to verify that 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

Participant accepts for use the equipment rented to Participant by Ski Sundown (the "Equipment") and accepts full responsibility for its care while it is in Participant's possession. Participant is responsible for the replacement, at full retail value, of any Equipment which is not returned and is responsible for the costs of repairing any damage to the Equipment, other than normal wear and tear.

SKI EQUIPMENT: Participant understands that the ski-boot bindings system which Participant has rented will not release at all times nor under all circumstances, nor is it possible to predict every situation in which it will release. Participant understands that the ski-boot bindings system is, therefore, no guarantee of Participant's safety. Participant has accurately represented to Ski Sundown Participant's 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: Participant understands that the snowboard bindings system, which Participant has rented, is a non-release system. Participant understands that the snowboard bindings system is no guarantee of Participant's safety.

Participant hereby agrees to the fullest extent permitted by law, as follows:

- 1) **TO WAIVE ALL CLAIMS** that Participant has or may have against Ski Sundown 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 and all manufacturers and distributors of the Equipment, from all liability for any loss, damage, injury, or expense Participant (or Participant's 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 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 Participant's use of the Equipment.

BINDING ARBITRATION

Participant hereby agrees to submit to binding arbitration any dispute arising from: (1) this Agreement (including the arbitrability of any dispute), (2) Participant's use of Ski Sundown, and/or (3) any claims against the manufacturers and/or distributors of the rental Equipment. 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 West Hartford, Connecticut, and shall be governed by the Federal Rules of Evidence. The substantive laws of the State of Connecticut shall apply. The Panel shall establish a reasonable and appropriate discovery schedule to expeditiously resolve this matter. If the dispute arises from a personal injury or death, the first phase of the arbitration shall be to determine whether said injury or death arose from a hazard/risk inherent in the sport of skiing. In the event that the Panel determines the alleged injury/death arose from a hazard/risk inherent in the sport of skiing, the claim shall be deemed barred, as a matter of law, and the Participant and Participant's Parent(s) and/or Guardian(s) shall be barred from recovering any compensation from Ski Sundown. In the event that the Panel determines the alleged injury did not arise from a hazard/risk inherent in the sport of skiing, the Panel may, at its discretion, allow for additional discovery and evidence, and then it shall decide any remaining issues on the merits.

USE OF LIFTS: Participant understands and agrees that use of chair lifts and/or surface lifts is an inherent component of skiing at Ski Sundown. Participant agrees that it is Participant's responsibility to know how to load, use, and unload these lifts and to do so responsibly. Participant acknowledges that becoming unseated and falling from a lift is a hazard/risk inherent in the sport of skiing, which Participant assumes per Conn. Gen. Stat. § 29-212(b).

PADDING: Participant understands and accepts that Ski Sundown may utilize padding to mark certain hazards and obstacles at the ski area. Said padding is present to make skiers aware of said hazards/obstacles and may not protect against injury or death in the event of a collision with said padding. Participant acknowledges that colliding with padding at Ski Sundown is a hazard/risk inherent in the sport of skiing, which Participant assumes per Conn. Gen. Stat. § 29-212(b).

Photo/Video Release: Participant hereby grants permission to Ski Sundown to use Participant's photograph, video tape, motion picture recording, or any other record of Participant's use of its facilities for legitimate purposes, including advertising, marketing, and social media.

PARTICIPANT HAS READ AND UNDERSTANDS THIS AGREEMENT AND IS AWARE THAT BY SIGNING THIS AGREEMENT PARTICIPANT MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Participant's Signature: _____ Date: _____

Printed Participant's Name _____

Parent/Guardian Signature: _____ Date: _____

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

25/26

