



# 2022 WILBRAHAM MIDDLE SCHOOL "FRIDAY SKI SUNDOWN" PROGRAM

# REGISTRATION PACKET

### **REGISTRATION: October 25-November 3**

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 25 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 <u>not</u> be accepted at the WPRD without payment and <u>all</u> 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 25 November 3 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 or charge are accepted, cash is not accepted)
- □ Policies and Procedures Form (Parent/guardian <u>and</u> 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 2022 SKI PROGRAM POLICIES & PROCEDURES**

### **ELIGIBILITY**

Ski Sundown's 5-week Friday Night Ski & Ride Program for 2022 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, 2022 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 7, 2022
  - Friday, January 14, 2022
  - Friday, January 21, 2022
  - Friday, January 28, 2022
  - Friday, February 4, 2022
  - IF A SESSION IS CANCELLED MAKE-UP DATES DEPEND ON SKI SUNDOWN AND BUS COMPANY AVAILABILITY

### IMPORTANT NUMBERS/INFORMATION

Ski Sundown Ski Area: Ski Sundown Website: Wilbraham Parks & Recreation Department:	860-379-7669 www.skisundown.com 413-596–2816	
PARENT/GUARDIAN SIGNATURE		DATE
PARTICIPANT SIGNATURE (Required)		DATE



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

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

Registration runs October 25-November 3 or until program is full Program begins Friday, January 7

NAME:	D.O.B.: /	AGE: GRADE:
ADDRESS:(STREET, C	MALE / FEMALE	
(SIREEI, C	.11Y, Z1P)	
EMAIL ADDRESS:  * we will be sending	ng information via email – please check it daily	
HOME PHONE:	CELL:	
PARENT/GUARDIAN(S) NAMES:		
1) EMERGENCY CONTACT		
NAME/RELATIONSHIP:	PHONE:	
2) EMERGENCY CONTACT	DUONE.	
NAME/RELATIONSHIP:	PHONE:	
WILL PARENT CHAPERONE? YES NO		
PARENT CHAPERONE NAME:	ALL 5 WEEKS?	3 or 4 WEEKS?
		(please circle one)
STS FOR PROGRAM: (please check a	Il desired options below)	
ADMINISTRATIVE/BUS F	FEE (required for all participants)	\$220.00
☐ OPTION 1: Lesson & lift	ticket package	\$275.00
☐ OPTION 2: Lesson only p	package for existing pass holders	\$155.00
□ OPTION 3: Lift ticket onl	y (NO lessons)	\$181.00
☐ Equipment rental (for le	ngth of program)	\$135.00
TOTAL PAYN		\$
add admin/bi	us fee to option chosen & equipment rental (if s	selected)

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

#### **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, 2022 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 a registration packet concerning my child par	nd understand all the policies at taking in the Ski Sundown Progr	nd procedures outlined in the ram.	
I agree to have my child/ward,have my child/ward read the above informa			
	ation so that there are no misun	derstandings as to what is	
expected of him/her.			
x			
XPARENT/GUARDIAN SIGNATURE		DATE	
v			
XPARTICIPANT SIGNATURE (Required)	<del></del>	DATE	
WILBRAHAM PARKS & RECREATION DEPAR	RTMENT WAIVER		
I, the undersigned parent and/or guardian ofconsent to my child's participation in voluntary recreforever release the Town of Wilbraham, the H.W.R. releasees") assisting or participating in voluntary recand causes of action that may arise in the past, or m property damage resulting from my child's participal also promise, to indemnify, defend, and hold harm that may have been asserted in the past, or may be or property damage resulting from my child's participal further affirm that I have read this Consent and Rel	eational programs of the Town of Wilb School District, their servants, officers, creational programs of the Town of Wilay arise in the future, directly or indirection in the Town of Wilbraham voluntaless the releasees against any and all leasserted in the future, directly or indirection in the Town of Wilbraham voluntaless.	oraham. I agree not to sue and also agree, officials, employees, agents and ("the albraham from any and all claims, rights of ectly, from personal injuries to my child cary recreational programs.  The egal claims and proceedings of any descreedings arising from personal injuries to manuary recreational programs.	e to of action or iption y child
child's participation in these programs is voluntary a signing this form, I affirm that I have decided to allow with full knowledge that the releasees will not be lia voluntary Town of Wilbraham recreational programs	nd that my child and I are free to choo w my child to participate in the Town o ble to anyone for personal injuries and	ose not to participate in said programs. E of Wilbraham's athletic recreational prog	By rams
I have read, understand and agree to all of	the above information:		
x			
SIGNATURE OF PARENT/GUARDIAN	RELATIONSHIP	DATE	
WPRD Office Use Only:			
<ul> <li>Check made payable to Town of Wi</li> </ul>	` _	• • •	
□ WPRD Policies and Procedures For		signature required)	
<ul><li>WPRD Registration Form (Parent/gu</li><li>Ski Sundown New Participant Form</li></ul>	iarulari signalure requireu ori)		
<ul> <li>Ski Sundown Group Participant Information</li> </ul>			
□ Ski Sundown Skiing and COVID-19			

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# SKI SUNDOWN 2021-2022

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

GROOT NAME.	DAY:
PARTICIPANT'S NAME:	
	ation*  Agreement Form and PAYMENT must be enclosed for 2021 there is a \$25 fee for any new or late registrant
Lift & Lesson Lift Only Renta	al Equipment Season Passholder Lesson Only
ADD ON*	
*add-ons to programs (including equipment subject to a \$25 fee	nt rentals and lessons) made after November 12, 2021 are
Lesson Rental Equipm	ent
☐CHANGE*	
	er January 3, 2022 are subject to \$25 administrative fo
Please state the change you would l	ike to make:
Lesson Rental Equipm	
	· · · · · · · · · · · · · · · · · · ·
Notes:	
Notes:	
REFUND (Request must be received preceived after)	<b>prior</b> to the start date of your Groups program - \$25 fee applied
REFUND (Request must be received preceived after)  Lift & Lesson	prior to the start date of your Groups program - \$25 fee applied  Mail Refund to:
REFUND (Request must be received preceived after)  Lift & Lesson Lift Only	prior to the start date of your Groups program - \$25 fee applied  Mail Refund to:  Name:
REFUND (Request must be received preceived after)  Lift & Lesson Lift Only Lesson Only	prior to the start date of your Groups program - \$25 fee applied  Mail Refund to:  Name:
REFUND (Request must be received preceived after)  Lift & Lesson Lift Only	prior to the start date of your Groups program - \$25 fee applied  Mail Refund to:  Name:  Address:
REFUND (Request must be received preceived after)  Lift & Lesson Lift Only Lesson Only Rental Equipment TOTAL REFUND AMOUNT =	Mail Refund to:  Name: Address:  MEDICAL) REFUND  Policy Covers injury or illness that prevents Participant from the comple
REFUND (Request must be received preceived after)  Lift & Lesson Lift Only Lesson Only Rental Equipment TOTAL REFUND AMOUNT =  PROTECTION POLICY ( (Request must be received by March 14, 2022) This	Mail Refund to:  Name: Address:  MEDICAL) REFUND  Policy Covers injury or illness that prevents Participant from the comple
REFUND (Request must be received preceived after)  Lift & Lesson Lift Only Lesson Only Rental Equipment TOTAL REFUND AMOUNT =  PROTECTION POLICY (Request must be received by March 14, 2022) This the program. Injury or illness must be confirmed by a	Mail Refund to:  Name: Address:  MEDICAL) REFUND  Policy Covers injury or illness that prevents Participant from the complea letter from a licensed physician.  Mail Refund to:  Mail Refund to:
REFUND (Request must be received preceived after)  Lift & Lesson Lift Only Lesson Only Rental Equipment TOTAL REFUND AMOUNT =  PROTECTION POLICY (Request must be received by March 14, 2022) This the program. Injury or illness must be confirmed by a Lift & Lesson Lift Only Lesson Only	Mail Refund to:  Name: Address:  MEDICAL) REFUND  Policy Covers injury or illness that prevents Participant from the compla letter from a licensed physician.
REFUND (Request must be received preceived after)  Lift & Lesson Lift Only Lesson Only Rental Equipment TOTAL REFUND AMOUNT =  PROTECTION POLICY ( (Request must be received by March 14, 2022) This the program. Injury or illness must be confirmed by a Lift & Lesson Lift Only Lesson Only  Part of F	Mail Refund to:  Name: Address:  MEDICAL) REFUND  Policy Covers injury or illness that prevents Participant from the compla letter from a licensed physician.  Mail Refund to: Name: Name:
REFUND (Request must be received preceived after)  Lift & Lesson Lift Only Lesson Only Rental Equipment TOTAL REFUND AMOUNT =  PROTECTION POLICY (Request must be received by March 14, 2022) This the program. Injury or illness must be confirmed by a Lift & Lesson Lift Only Lesson Only	Mail Refund to: Name: Address:  MEDICAL) REFUND Policy Covers injury or illness that prevents Participant from the complea letter from a licensed physician.  Mail Refund to: Name: Address:
REFUND (Request must be received preceived after)  Lift & Lesson Lift Only Lesson Only Rental Equipment TOTAL REFUND AMOUNT =  PROTECTION POLICY (Request must be received by March 14, 2022) This the program. Injury or illness must be confirmed by a Lift & Lesson Lift Only Lesson Only Rental Equipment TOTAL REFUND AMOUNT =	Mail Refund to: Name: Address:  MEDICAL) REFUND Policy Covers injury or illness that prevents Participant from the complea letter from a licensed physician.  Mail Refund to: Name: Address:

PHONE: (860) 379-7669 x204 FAX: (860) 379-1853 E-MAIL: groupservices@skisundown.com

## **SKI SUNDOWN**

### 2021-2022 GROUP PARTICIPANT INFORMATION & PROGRAM AGREEMENT

Group Name:  Registration Deadline Friday, Novemb	12 2021 (A. P; ;		Day of Visit:	<u> </u>	
SECTION 1 (PLEASE PRI		nt forms submitte	ed after are subject to a \$25 late	jee)	
Participant Name:					
Parent Name:					
Address:			Town:	State:	Zip:
Contact Phone: *Your information may be used to send is not sold or distributed to outside parts.		Phone:	ions from Ski Sundown only. The	– s information is kept by	Ski Sundown for our exclusive use an
★ SECTION_2	SELECT ONF	FROM E	ACH CATEGORY (Les	sons require skill level	*, see Section 3):
Program Choice: □Lift &			□Season Passholder Lo		US Only
<b>Ski or Snowboard:</b> □Ski	□Snowboard				
Rental Equipment:	Does <b>not</b> need rental)	□Ye	es (if yes, complete Renta	l Information belo	ow in <mark>Section 4</mark> )
★ SECTION_3	CIRCLE YOU	J <mark>R SKILL</mark> I	LEVEL (choose only C	NE skill level)	
Ski Sundown groups skiers/ board class assignments. In order for you your child's abilities. The following Ski - Skill Level/ Lesson Contermand First Time - New to the sport.  Novice - Riding the chair lift a linking turns, changing the size, slamore confidence by skiing many of Advanced - Making consistent by learning the skills and tactic Snowboard - Skill Level/ Learning Time - New to the sport.	ar child to get the most of g descriptions are provident (CHECK BOX)  Ready to learn the basic and can ski independently appeand rhythm of turns armediate terrain making different turn shapes and t parallel turns on advants that it takes to ski steep asson Content (CHECK)	es on equipment making wedge, pole use, skatt small wedge of sizes on more ced terrain. Report terrain, mog	on, it is extremely important his assessment.  It, turning, stopping and chain turns on beginner terrain. Iting and introduction to parall tor beginning parallel turns. Rechallenging terrain and in different to explore all the mount guls and variable snow conditions.	that you make an hone that you make an hone lift procedures. Ready to discover lel turns. eady to build ferent conditions. ain has to offer tions.	
Novice - Riding the chair lift a <u>terrain</u> . Ready to discover sp Intermediate - Exploring intecarving and ground tricks.  Advanced - Making carved tu	nd can snowboard indepe eed control through heel rmediate terrain using li	endently contro and toe edge r inked turns to c	olling the direction and speed movements and intro to linking control direction. Ready to le	on <i>beginner</i> ng turns.  arn speed control hrou	
★ SECTION 4	RENTAL INF	ORMATIC	ON (Complete ONLY if 1	enting equipment	for the Program)
Renter's Name:					
Renter's Height:	Weight:		Shoe Size:	Age:	□ 1st Time?
<b>Skier Type</b> (see below for explan	ation): 🛛 I 🗎 II		Snowboard Type:	Left foot forward	Right foot forward

Cautious Skiing At Lighter Release/Retention Settings

• Type | 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 || 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

### $A_{\xi}$

Type     Skiers ~ S This corresponds t	Ski aggressively ~ Norm to decreased releaseabili	nally ski at high spec ity in a fall in order	eds ~ Prefer steep to gain a decrease	er and more chall ed risk of inadver	enging terrain ~ Fa ent binding release	avor higher than av	erage release/retention



#### **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, <u>Participant's</u> 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.

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

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.

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 <u>social distancing and disinfecting are not possible</u> 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 <u>use of face coverings may not always be practical</u> while at Ski Sundown.

I understand and accept that Ski Sundown <u>relies on the truth and honesty of all guests</u> 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.

Guest Name (Printed)
Guest Signature (If Guest is an Adult):
Parent/Guardian Name (If Guest is a Minor, or Parent/Guardian signing for family)
Parent/Guardian Signature (If Guest is a Minor, or Parent/Guardian signing for family)
Date: / /

