

LATIMER LANE SKI CLUB

2026 Registration Package



Mondays after school: January 5, 12, 26, February 2, 9

Participants please fill out pages 2-6

Physical signature required on Sundown documents.

Review safety guidelines and check box on page 2.

Chaperones please fill out pages 7-8

Only required if interested in being an on-mountain chaperone.

Sign-ups for specific dates will be coordinated post-registration.

Completed forms are due back Monday, October 13th

Email to trey.swacker@gmail.com (preferred)

or return to main office at school.

SKI SUNDOWN

2025-2026 GROUP PARTICIPANT INFORMATION & PROGRAM AGREEMENT

Group Name: Latimer Lane Elementary School **Day of Visit:** Monday

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



SKIER/BOARDER RESPONSIBILITY

Know your equipment and clothing. Make sure all are labeled with your name. Dress appropriately – warm, and in layers. *Always ski with a buddy!* **Ski/board trails that match your ability ONLY.** Observe the rules of the Skier's Responsibility Code. Observe the Ski Club's Rules of Behavior. Be respectful, courteous and helpful to all skiers/boarders and chaperones. Get to know the other skiers and boarders in your school and the chaperones. Make new friends. HAVE FUN!

PARENT / GUARDIAN RESPONSIBILITY

Familiarize your skier/boarder with their equipment and clothing. Make sure everything is **labeled** with their name. Devices for fastening your child's skis and poles together and a device to keep boots together are recommended. Not only will things be easier to load, unload and retrieve, they will be easier for your skier to carry. Have your skier/boarder practice getting in and out of their boots/skis/boards and carrying their own equipment. Independence in getting to the slopes helps build confidence once on the slopes. Check clothing for fit and safety – **helmets are required**. Speak to your skier/boarder about the Ski Club's Rules of Behavior. Sign the behavior contract with your skier/boarder.

CONSENT AND RELEASE TO TREAT

I hereby give my permission for my child, _____, to participate in the Latimer Lane Ski Club after school program at Ski Sundown. I release the Latimer Lane PTO and their agents from liability for damages and injury to my child while he or she participates in the program. I authorize the program Chairpersons and their agents to act for me, according to their best judgment and ability, in the event of any emergency requiring medical and/or surgical care which may arise during my child's participation in the program.

Signed: _____ Date: _____
Parent or Guardian

RULES OF BEHAVIOR

I, _____, have read the following rules, and I promise to follow them while I am participating in the Latimer Lane Ski Club:

- I will remain in my assigned seat while on the bus.
- I will use an every-day voice and will not yell and scream.
- I will respect the bus driver, and his need to concentrate on driving safely.
- I will be kind and courteous to all others.
- I will be attentive while chaperones are speaking.
- I will find a chaperone if I am having a problem with another student to help resolve it peacefully.
- I will follow the rules of safety and all chaperone instructions.

I have read the Ski Sundown Responsibility and Safety, Proper Use of Lifts, Your Responsibility Code and Freestyle Terrain sections of the Ski Sundown Weekly Group Information packet and agree to comply with the rules described in it. I understand that I am representing my school during the Ski Club program, and I promise to be a good representative.

If I receive a warning for inappropriate conduct in Ski Club, my parent or guardian and I will contact the Ski Club Chairpersons and discuss my conduct and the consequences. If I violate the conduct rules once again after being warned, I may be banned from the bus or from the rest of the Ski Club program, in the sole discretion of the Ski Club Chairpersons. I understand that if this happens, my parents will not receive a refund of the money they have paid for the program.

I understand that the success of the Ski Club program depends in part on my good behavior.

Signed: _____ Date: _____
Parent or Guardian

Skier's/Boarder's Grade: _____ Teacher: _____

STUDENT EMERGENCY CONTACT FORM

Student's Name: _____

Preferred phone number for questions and/or emergencies: _____

Preferred email address to receive notices: _____

Parent's Name: _____

Address: _____

Home telephone: _____

Business telephone: _____

Parent's Name: _____

Address: _____

Home telephone: _____

Business Telephone: _____

List below persons readily available whom we may contact if parents are unavailable:

1) Name: _____ Relationship: _____ Phone: _____

2) Name: _____ Relationship: _____ Phone: _____

Please list any medical condition which chaperone/advisor should be aware:

Please list any food allergies:

SKI SUNDOWN

2025-2026 GROUP CHAPERONE INFORMATION & PROGRAM AGREEMENT

PLEASE PRINT ONLY

Group Name: Latimer Lane Elementary School

Day of Visit: Monday

★ SECTION 1

Chaperone Name: _____ Birth Date: _____

Contact Phone: _____ Email*: _____

Address: _____ Town: _____ State: _____ Zip: _____

**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.*

❖ **Sign in at each visit.** The Group Leader or Chaperone in charge for the day must sign in at the Welcome Center upon arrival and pick up the group's table sign. A Chaperone must be at your table at all times in the event he/she is needed by a group member or Ski Sundown staff. Get to know your group members. Your familiar face ready to offer guidance and help is greatly appreciated by your participants.

❖ **Help in the Rental Shop.** A Chaperone must accompany skiers/boarders renting equipment. Lending assistance both inside and outside the shop will aid in processing the rentals for group members.

❖ **Know your lesson time.** Chaperones should help get their group members to the lesson meeting area 10 minutes prior to the lesson start time. Group members or their parents who want to change a lesson skill level should contact their Group Leader to request the change. A Chaperone must bring the member who needs the skill level change to a Snowsports School supervisor to arrange the change. The supervisor will consult the instructor to determine the appropriate change.

❖ **Encourage your group members to keep the area around your table clear and clean.** There is limited seating in our lodge. Be considerate and reserve only the space you need. Place personal belongings under tables or in cubbies or on hooks. Be sure tables are left clean after the visit and that all garbage is removed before you leave. Check around tables to be sure no clothing or bags are left behind. ***Check with Lost & Found in the Ski Shop for lost or forgotten items.***

❖ **Lost or Forgotten Badges.** A Chaperone must accompany any participant who needs a replacement badge or lift ticket to the Welcome Center.

❖ **Be available on and off the mountain.** Model safe responsible behavior on the slopes and in the lodge and be willing to step in and correct behavior that is not acceptable. Should any member of your group need the assistance of Ski Patrol you will be notified and advised how to proceed.

❖ **Chaperone Badge use.** Chaperone badges are to be used by an adult (age 18 and over) **for chaperoning purposes only**. The Chaperone badge allows you access **only** during your group's scheduled visit. All Chaperones **must** complete a Group Chaperone Information & Program Agreement form before obtaining your Chaperone badge.

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).



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

