



46 Great Hollow Rd., Cornwall, CT 06753
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Form with fields: Name, School Name, Address, Email, City, Phone Number, Date of Birth (if under 18), Office Use only: Pass No.

Season Pass- Prep School- Release and Waiver of Claim 2018-2019

In purchasing this Season Pass, I ("Passholder") acknowledge and recognize that the sport of skiing, as defined in Conn. Gen. Stat. § 29-211, et seq., involves inherent hazards/risks which can cause serious personal injury or death.

1) TO WAIVE ALL CLAIMS that I have or may have against the Facility, its owners, affiliates, officers, directors, employees, agents, and shareholders, caused by the inherent hazards/risks of the sport of skiing, as defined in Conn. Gen. Stat. § 29-211, et seq., including all inherent hazards/risks arising from ski racing, which include but are not limited to, hazards/risks related to the set-up of the race course;

2) TO ASSUME ALL HAZARDS/RISKS INHERENT IN SKIING;

3) TO RELEASE the Facility, its owners, affiliates, officers, directors, employees, agents, and shareholders, from all liability for any loss, damage, injury, or expense I (or my next of kin) may suffer, caused by the inherent hazards/risks of the sport of skiing, including all inherent hazards/risks arising from ski racing, which include but are not limited to, hazards/risks related to the set-up of the race course.

4) I FURTHER AGREE TO INDEMNIFY and hold harmless the Facility 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 Season Pass; AND

5) TO ABIDE BY ALL AREA REGULATIONS, including, but not limited to:

- A. Read and obey all posted signs.
B. Do not ski on closed trails or areas.
C. Abide by "Your Responsibility Code."
D. Use courtesy at all times to all others at the Facility.
E. Vandalism or other misuse of the Facility's equipment or property will not be tolerated.
F. Obey the laws of The State of Connecticut, in particular, Conn. Gen. Stat. § 29-211, et. seq.
G. Warnings will be given for improper conduct on and off the mountain.

H. Season Passes are not transferable or refundable. If the Season Pass is lost or misplaced, notify the business office immediately. Passes will be replaced after a suitable waiting period for a processing fee of \$50.00. Season Passes must be worn in order to access lifts.

I. Passholder, or Passholder's parent/guardian if Passholder is a minor, hereby grants to the Facility, its representatives and employees the right to take photographs of Passholder in connection with Passholder's use of the Facility.

Arbitration

Passholder, and his/her parent(s)/guardian(s) if Passholder is a minor, hereby agrees to submit any dispute arising from this Agreement and/or Passholder's use of the Facility to binding arbitration. 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.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

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

Passholder's Signature: _____ Date: _____

Parent/Guardian Signature: _____ Date: _____