

RELEASE FOR USE WITH COMPETITIONS AND RACES-RELEASE AND INDEMNITY AGREEMENT

READ VERY CAREFULLY BEFORE SIGNING

I, on behalf of myself, my heirs, legal representatives, successors and assigns, (hereinafter "RELEASOR"), in consideration for being allowed by Mount Southington Ski Area to participate in competitions, and any preparatory training therefore, waive and release Mount Southington Ski Area, Inc., Mount Southington Restaurant and Lounge, Inc., and Mount Southington Limited Partnership, (hereinafter "RELEASEES") for all injury, damage or death resulting from risks inherent in the sport of skiing/snowboarding/SnowBlading. RELEASOR acknowledges that inherent risks of skiing/snowboarding/SnowBlading include, but are not limited to, the risks identified by the Conn. legislature in C.G.S. §29-212 such as: variations in terrain and snow surfaces; collisions with other skiers; bare spots and/or ice; trees or other objects not within the confines of the trail or slope; conspicuously marked lift towers, or conspicuously placed lift towers; and loading, unloading or otherwise using a passenger tramway. RELEASOR acknowledges that these inherent risks, among others, could cause injuries, damages or death. RELEASOR knows that skiing/snowboarding/SnowBlading, and particularly racing, are inherently hazardous sports, and that competitors and participants commonly and routinely injure themselves as a result of these inherent risks. RELEASOR freely assumes the risk for all injuries, damages or death inherent to alpine racing.

RELEASOR agrees that any claim that I may assert as a result of and/or arising out of participation in this sport shall be submitted to arbitration before the American Arbitration Association, and not by way of civil lawsuit filed in either the state or federal courts. Three arbitrators, including one neutral, shall be utilized. They shall decide: (1) if the claim is barred by virtue of assumption of the risk; and (2) what compensatory damages, if any, should be awarded if the loss is found to have been caused by negligence.

I agree that every term and provision of this contract is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable on RELEASOR.

I represent that I am physically fit and up to the challenge of racing. I have been given an opportunity to inspect the venue and agree by virtue of my decision to race, that the venue is reasonably safe for this competition.

RELEASOR agrees to indemnify and hold harmless the RELEASEES for all defense costs, fees, settlements, judgments and the like, including attorney fees arising out of any claim that is related to injuries caused by the inherent risks.

I agree that, by signing this agreement, I am giving up legal rights, and freely chose to sign this agreement.

I HAVE READ AND UNDERSTOOD THIS ENTIRE DOCUMENT. I HAVE NOT BEEN FORCED TO SIGN THIS AGREEMENT UNDER DURESS OR TIME CONSTRAINTS. I HAVE BEEN GIVEN AN OPPORTUNITY TO SPEAK WITH A REPRESENTATIVE OF THE RELEASEES TO DISCUSS ANY QUESTIONS THAT I MIGHT HAVE.

Print Name: _____ Signature: _____ Date _____ Date of Birth _____

Witness: _____

CONSENT AND RELEASE OF PARENT OR GUARDIAN

I am the parent or guardian of _____ (Child). My Child is fit for the event, and I consent to my Child's participation. **I HAVE READ AND I UNDERSTAND THE ABOVE CONTRACT.** In consideration of allowing my Child to participate, I consent to the contract and agree that **ITS TERMS SHALL LIKEWISE BIND ME, MY CHILD,** my heirs, legal representatives, and assignees. **I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES LISTED ABOVE FROM EVERY CLAIM AND ANY LIABILITY** arising out of risks inherent in this activity/competition. I, likewise, promise not to sue the entities referenced above on my behalf of behalf of my Child. I agree to the indemnity terms set forth above, and agree to the arbitration terms set forth above.

Print Name: _____ Signature: _____ Date _____

Signature of Parent or Guardian

PLEASE PRINT LEGIBLY

Competitor
Last Name _____ First Name _____ Middle Initial _____

Street Address _____

Town _____ State _____ Zip Code _____ Phone () _____

Age _____ Date of Birth ____/____/____ Male/Female (circle)

Bib Number: # _____