

MOUNT SOUTHLINGTON SKI AREA

RAIL JAM/SNOWBOARDING COMPETITION WAIVER, ASSUMPTION OF RISK, RELEASE & ARBITRATION AGREEMENT

In consideration of being allowed to participate in the Rail Jam and/or other snowboarding competition (the "Competition") at Mount Southington Ski Area (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, Mount Southington Limited Partnership (the "Partnership"), and/or Mount Southington Restaurant and Lounge, Inc. (the "Lounge") arising out of the inherent risks of participating in the Competition;
- 2) **TO ASSUME ALL RISKS INHERENT IN PARTICIPATING IN THE COMPETITION;** and
- 3) **TO RELEASE** the Facility, the Partnership, the Lounge, their owners, affiliates, officers, directors, employees, agents, and shareholders, 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 Competition, which include, but are not limited to, the instruction received while participating in the Competition.

The Participant acknowledges and agrees that the inherent risks of participating in the Competition 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, the Partnership, the Lounge, or the Participant, as set forth in *Connecticut General Statutes § 29-211, et. seq.*, other than as set forth in this agreement.

Arbitration

The Participant hereby agrees to submit any dispute arising from participation in the Competition to arbitration, for the sole purpose of determining whether the alleged injury arises from a risk inherent in the activities engaged in by the Participant while participating in the Competition. 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 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 the alleged injury arises from a risk inherent in the Participant's participation in the Competition, the claim shall be deemed barred, as a matter of law, and the Participant shall be barred from recovering any compensation from the Facility, the Partnership, and/or the Lounge. In the event that the Panel determines the alleged injury did not arise from a risk inherent in the activities engaged in during the Competition, the Participant shall proceed to the Superior Court of Connecticut, or if appropriate, the United States District Court, for the District of Connecticut, for a trial de novo.**

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.

Print Name of Competitor: _____

Signature of Competitor: _____ Date of Event: _____

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 _____