

SKI SUNDOWN

2010-2011 GROUP PARTICIPANT INFORMATION & PROGRAM AGREEMENT

PLEASE PRINT

Group Name _____ Day of Visit _____

SECTION 1

Participant Name _____ Birth Date _____

Parent Name _____

Address _____ Town _____ State _____ Zip _____

Contact Phone _____ Cell Phone _____ Email _____

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

Please check the following:

Skier _____ Snowboarder _____ Lesson* & Lift _____ Lift Only _____ Passholder Lesson* _____

Renting: No _____ Yes _____ IF YES, FILL OUT RENTAL INFO BELOW

*PLEASE CHECK SKILL LEVEL (necessary for group lesson assignment): 1__2__3__4__5__6__

Ski Sundown groups skiers/boarders into six categories according to skill level. The categories are indicated by numbers 1 to 6. These skill levels are vital in helping the Snowsports School make proper class assignments. In order for your child to get the most out of his/her 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.

Skier Skill Levels

1. First time on skis
2. Riding chair lift and can ski independently making wedge turns on easiest beginner terrain.
3. Can ski in a wedge confidently on all beginner terrain
4. Exploring intermediate terrain using wedge and beginning parallel turns
5. Confidently skis all intermediate and easier advanced terrain making parallel turns
6. Making consistent parallel turns on groomed advanced terrain and ready to explore moguls, steeper terrain and variable snow conditions

Snowboard Skill Levels

1. First time on a snowboard
2. Can control speed and direction but has not ridden a chair lift with a snowboard
3. Riding a chair lift and can control snowboard on beginner terrain
4. Beginning to link turns and beginning to ride on intermediate terrain
5. Can comfortably link turns on all intermediate terrain and beginning to ride easier advanced terrain
6. Can comfortably ride all mountain terrain and learning advanced techniques (180's, switch riding and carving)

SECTION 3

RENTAL INFORMATION

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 I 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 I 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.

All participants must sign the Program Agreement (parents must also sign for participants under age 18).

See reverse side



SECTION 4

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.

Skiing is an active outdoor sport. Use of common sense at all times is essential to an enjoyable and safe experience.

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** the Facility, its 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 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.

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.
- 6) I understand that I will be asked to sign an Equipment Rental and Release from Liability, Waiver of Claims, Arbitration Agreement each time I rent equipment for the program in which I am enrolling.

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, **Participant's claim shall be deemed barred, as a matter of law, and the Participant shall be barred from recovering any compensation from the 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 the 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.

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.

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

Participant's Signature: _____

Date: _____

Parent/Guardian Signature: _____

Date: _____





Group Information

Ski Sundown is committed to offering a safe and fun experience for all skiers and snowboarders. Our group program is a wonderful opportunity to regularly participate in a great winter sport. Please read this handout and discuss the information with your child.

It is important to know the name and contact information of your group leader. He/She organizes and administers your group of skiers/boarders and also handles any problems that may arise during your program. All inquiries must go through your group leader. Please contact your group leader directly if you have any questions or problems.

GROUP PARTICIPANT INFORMATION & PROGRAM AGREEMENT (attached) Every group member must fill out and return this form

Section 1 - Complete with accurate information.

Section 2 - Check all categories that apply. Please be objective when filling out the skier/boarder level. We want your child to be on terrain that is suitable for his/her ability level, thus creating a safe and fun experience.

Section 3 - If renting equipment, complete this section. The information requested is essential to match skiers/boarders to their set of equipment and properly adjust the bindings.

Section 4 - **A parent or guardian and participant must sign this section.**

NO BADGES WILL BE RELEASED WITHOUT A COMPLETED AND SIGNED FORM

WHAT TO EXPECT ON THE FIRST DAY AT SKI SUNDOWN

- Be prepared to ski in any weather. Wear a helmet or hat, waterproof gloves, snow pants, waterproof jacket, neck warmer (no scarves), goggles or sunglasses and ski/snowboard socks.
- When the bus arrives at Ski Sundown, a member of the Ski Sundown staff will greet the bus and give a brief talk about safety and proper behavior. All participants will then go to the lodge where a group chaperone will have a reserved table with the group's name on it. There will always be a chaperone at this table if a participant needs assistance. Skiers/boarders may leave their bags at this table or in the lockers or cubbies.
- Renters then go to the Rental Shop to pick up their equipment. If using your own equipment, please have a ski shop perform a binding safety check and wax and tune your child's skis or snowboard prior to the start of the program.
- On their first visit all first-time skiers/boarders will meet outside of the Rental Shop exit where they will be met by a chaperone or Ski Sundown staff and will wait until their lesson time. Since the use of the chair lift may not be taught on the first day, beginners should use the conveyor lift on their first visit.
- All participants are expected to be outside the Rental Shop 10 minutes before their class begins. They will then be placed in groups according to the skill level marked on their badge. If a participant cannot ski/board in control or ride a chair lift, he/she will be grouped with the new skiers/boarders to review the basics.

RESPONSIBILITY AND SAFETY

A safe and fun environment requires the cooperation of all those who choose to ski and snowboard at Ski Sundown. Please discuss these responsibilities and rules of etiquette with your child before he/she visits Ski Sundown.

RESPECT

- The mountain is for everyone to enjoy. Respect the mountain and those using it and act responsibly at all times. Be watchful and aware of others and show courtesy to them. Present a positive image for our sport.

SAFETY

- The mountain undergoes changes continuously. Take a slow and careful run to familiarize yourself with the current conditions and trails.
- Never follow anyone too closely.
- Do not stop in the middle of a trail.

- We try to provide features that accommodate different skier/boarder abilities. **KNOW YOUR LIMITS.**
- We **DO NOT ALLOW INVERTED AERIALS** at Ski Sundown.
- Be aware of your surroundings. Ski or snowboard with care.

PROPER USE OF LIFTS

- Be familiar with the common courtesies and guidelines for riding the lifts at Ski Sundown. They are for your safety and the safety of others.
- Obey all posted instructions at each lift.
- Do not use a lift until you are familiar with its operation. Watch and learn. Ask any lift employee for help.
- The area around all lift mazes is a **SLOW SKIING ZONE.**
- Do not stand in front of lift mazes or block the flow of traffic.
- Load and unload only at designated areas.
- Lower restraining bar immediately after loading.
- Sit quietly and do not bounce chairs, hit lift towers, or in any way abuse lift equipment.
- When unloading, make sure no loose clothing, poles or packs are caught in the lift. Move quickly away from unloading areas.
- If a lift stops, do not attempt to get off. Remember, if there is a mechanical problem, area personnel will provide assistance.

YOUR RESPONSIBILITY CODE

Slope safety is everyone's responsibility. Observe the code listed below and share with others the responsibility for a great skiing experience. This is a partial list. Be safety conscious.

- Always stay in control and be able to stop or avoid other people or objects.
- People ahead of you have the right of way. It is your responsibility to avoid them.
- You must not stop where you obstruct a trail or are not visible from above.
- Whenever starting downhill or merging into a trail, look uphill and yield to others.
- Always use devices to prevent runaway equipment.
- Observe all posted signs and warnings. Keep off closed trails and out of closed areas.
- Prior to using any lift, you must have the knowledge and ability to load, ride and unload safely.

**KNOW THE CODE.
IT'S YOUR RESPONSIBILITY.**

FREESTYLE TERRAIN

Freestyle Terrain includes Terrain Parks and Terrain Features. They are provided for your enjoyment and offer adventure, challenge and fun. However, Freestyle Terrain use, like skiing and snowboarding, exposes you to risk of serious injury. Prior to using Freestyle Terrain, it is your responsibility to familiarize yourself with all instructions and warnings and to follow "Your Responsibility Code".

- Freestyle Terrain contains man-made and natural terrain variations.
- Freestyle Terrain changes constantly due to weather and use.
- Inspect Freestyle Terrain before using and throughout the day.
- In jumping and using this terrain, you assume risk of serious injury.
- Be courteous and respect others.
- One user on a Terrain Feature at a time.
- Never jump blindly – use a spotter when necessary. Look before you leap!
- It is your responsibility to control your body on the ground and in the air.
- Always clear the landing and do it quickly.
- Always ski or snowboard in control and within your ability.

In addition to "Your Responsibility Code" and the guidelines above, these three simple phrases aid your ability to make better decisions within the Terrain Park.

- **Look Before You Leap** - Scope around the jumps first, not over them. Know your landings are clear and clear yourself out of the landing area.
- **Easy Style It** - Start small and work your way up. Inverted aerials are not allowed at Ski Sundown.
- **Respect Gets Respect** - From the lift line through the park.

Ski Sundown is proud to staff Terrain Attendants who maintain the features and answer your questions about the usage of Terrain Features. Please feel free to approach them at any time. You will notice that they wear helmets while skiing and snowboarding within the Terrain Park. We strongly recommend wearing a helmet while skiing or boarding to minimize the risk of injury to you.

Please be aware that Terrain Features can cause damage to equipment. More often than not, this means edge cracking and scratches to the base of the skis or snowboards.

Snowboarders must have a retention strap for their equipment. A snowboarder without a retention device will not be allowed to use the lifts. Retention straps can be purchased at Ski Sundown Snow Sports Shop or any sports shop.

COMMUNICATION

If your child requires any special attention due to a physical or medical problem, inform your group leader immediately so that Ski Sundown is notified of it at the time of registration. If your child has an issue with a lesson group assignment, he/she should inform a group chaperone who will speak with a Snowsports School Lesson Supervisor prior to the start of the lesson. If you or your child have other concerns about lessons or any other aspect of the program, please contact your group leader.

FORGOTTEN OR LOST GROUP BADGES

All group members will be issued a Group Badge. They must wear it at all times while participating in the program. It must be displayed to access the lifts and/or to take part in the lessons. If your child is a Passholder, he/she must display a Pass in addition to the Program Badge. **THE BADGE IS NON-TRANSFERABLE.**

If your child forgets his/her badge, a Replacement Ticket good for one session will be issued at the Welcome Center desk at no cost. If your child forgets the badge a second time, he/she must purchase a Replacement Ticket good for one visit for \$5.00. Lost badges are replaced for a \$5.00 fee. A chaperone must accompany any group member who wishes to purchase a Replacement Ticket or Replacement Badge.

CANCELLATIONS

Ski Sundown offers make-up dates if Ski Sundown cancels a visit due to unfavorable weather conditions. If school is canceled on a scheduled visit date in the district where group members reside, a make-up session will be offered. Your group leader will keep you informed of any changes, cancellations or make-up dates. **Please contact your group leader, not Ski Sundown, regarding cancellations and make-ups.**

MISSED VISITS OR LESSONS

If your child misses a visit, the badge is valid for lift only make-up visit on **Mondays through Fridays 9AM – 10PM,** excluding holidays (Jan. 17, Feb. 21 - 25, 2011), from January 3, 2011 until the end of season. There is no make-up, credit or refund for a missed lesson. If your child purchased the rental option, he/she will be able to use the rentals on the make-up visit if prior arrangements are made with the Rental Shop. You can contact the Rental Shop at (860) 379-7669 ext. 250.

REFUND POLICY

Full refund will be given if request is made in writing and received by Ski Sundown from the group leader prior to January 3, 2011. No refunds or credits will be given after this date unless the protection policy criteria are met. The protection policy is added to your program at no cost and will reimburse the price of your program on a prorated basis in the event of injury or illness that prevents your child's completion of the program. The illness or injury must be confirmed by a letter from a licensed physician, and the refund request must be received **from the group leader prior to end of season.**

Program changes can be made at no charge up to the start of the program.

LOST AND FOUND

If the item is missing during your child's visit, he/she can go to the Snow Sports Shop to fill out a Missing Item Report. There is also a link on our website that you can use to contact the Snow Sports Shop about the missing item. We recommend that all personal items be labeled with identification that will help with getting the lost item back to your child.

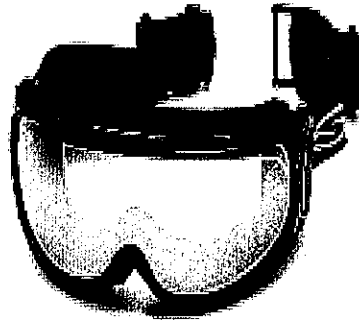


follow us on
twitter

**P.O. Box 208
126 Ratlum Road
New Hartford, CT 06057
(860) 379-7669(snow)
www.skisundown.com**



Special Helmet/Goggle/Lock Offer!



Ski Sundown has teamed up with **GIRO Helmets** and **SMITH Goggles** to offer kids participating in our Programs an economical deal on **Giro's Recruit Helmet** and **Smith's Basic Goggle**. We are also adding a **Combo Cable Lock**.

THE HELMET (\$55.00): The helmet offered is the **Recruit™** model in **Black**. For sizing information, please refer to "How to Size and Fit Your Giro Helmet" on reverse side.

Please note: Ski Sundown does not mandate that skiers and riders wear a helmet while in our ski or snowboard school. We recommend personal choice. In addition to comfort and warmth, helmets provide added protection against head injury (ASTM F2040 Safety Standard). It is important to remember the risk of injury can never be excluded completely. Ski Sundown and Giro encourage all skiers and riders to follow "Your Responsibility Code." Guests assume inherent risks and liabilities as outlined on lift tickets, program badges or season passes purchased at Ski Sundown. For more information on the use of helmets please visit National Ski Areas Association Lids on Kids Website at www.lidsonkids.org.

THE GOGGLE (\$20.00): The goggle offered is the **Basic** model with **Black** frame and amber tint single lens (helmet compatible). Please note that it is not a "junior" sized frame.

THE LOCK (\$10.00): The lock comes with a combination that you can set yourself.

To take advantage of this special **one time offer**, fill out the Order Form on the reverse side and email, fax or mail it to:

Ski Sundown, Attn: Helmet/Goggle/Lock Program, P.O. Box 208, New Hartford, CT 06057

pdionne@skisundown.com

Fax: 860 379-1853

- Payment **must** accompany your order and be received by **NOVEMBER 15, 2010**.
- Orders will be delivered to Ski Sundown.
- Orders will be available for pick up during Snow Sport Shop hours beginning 12/11/2010. Check our Snow Sport Shop hours at www.skisundown.com
- Questions? Call 860-379-7669, Ext. 254 or 251

