

SKI SUNDOWN WAIVER, RELEASE OF LIABILITY, AND ARBITRATION AGREEMENT

Participant Name: _____

In consideration of being allowed to participate now and in the future, in any way, in the Ski Sundown, Inc. Adaptive Ski Program related events, and activities (the "Activities"), The participant, or his/her parent(s) or legal guardian(s), (collectively the "Participant"), for himself/herself and on behalf of his/her heirs, assigns, personal representatives and next of kin, does hereby agree to the following:

1. Prior to participating in the Activities, Participant will inspect the facilities and equipment to be used, and if Participant believes, to the best of his/her ability that anything is unsafe, Participant will immediately advise Ski Sundown, Inc. of such condition(s) and refuse to participate.
2. In consideration of being allowed to participate in the Activities at Ski Sundown, Inc. (the "Facility"), the Participant, or the Participant's parent(s) or legal guardian(s), does hereby agree, to the fullest extent permitted by law, as follows:
 - a) **TO WAIVE ALL CLAIMS** that they have or may have against the Facility arising out of the inherent risks of participating in the Activities;
 - b) **TO ASSUME ALL RISKS INHERENT IN PARTICIPATING IN THE ACTIVITIES;** and
 - c) **TO RELEASE** the Facility, 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 Activities, which include, but are not limited to, the instruction received while participating in the Activities.

The Participant acknowledges and agrees that the inherent risks of participating in the Activities 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.

Arbitration

The Participant hereby agrees to submit any dispute arising from participation in the Activities to arbitration, for the sole purpose of determining whether the alleged injury arises from a risk inherent in the Activities. 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 Activities, the claim shall be deemed barred, as a matter of law, and the Participant shall be barred from recovering any compensation from the Facility. In the event that the Panel determines the alleged injury did not arise from a risk inherent in the Activities, 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.**

