

Last _____ First _____ M.I. _____ Name _____ Street _____ City _____ State _____ Zip _____ 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. I.D. <input type="checkbox"/> _____ Shoe Size _____ Your Weight: Lbs. _____ Your Height: Ft. _____ In. _____ Age _____ 1st Time <input type="checkbox"/>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr style="background-color: #cccccc;"> <td style="text-align: center;">Skis</td> </tr> <tr> <td>Skier Type (check one) I <input type="checkbox"/> II <input type="checkbox"/> III <input type="checkbox"/></td> </tr> <tr style="background-color: #cccccc;"> <td style="text-align: center;">Snowboard</td> </tr> <tr> <td>Stance (check one) Left Foot Forward <input type="checkbox"/> Right Foot Forward <input type="checkbox"/></td> </tr> </table>	Skis	Skier Type (check one) I <input type="checkbox"/> II <input type="checkbox"/> III <input type="checkbox"/>	Snowboard	Stance (check one) Left Foot Forward <input type="checkbox"/> Right Foot Forward <input type="checkbox"/>
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SKI EQUIPMENT	SNOWBOARD EQUIPMENT	TECHNICIANS USE ONLY
Boot I.D. # _____ Ski I.D. # _____	Boot I.D. # _____	
Sole Length _____ Setting Code _____ Pole Y N _____	Snowboard I.D. # _____	
Visual Indicator Left Right Left Right Settings: Toe _____ Toe Heel _____ Heel	Leash <input type="checkbox"/>	
Technician's Signature _____	Technician's Signature _____	

Acknowledgement of Personal Information & Equipment Instructions

I have accurately represented the above listed information and it is true and correct. I will not use any of the equipment to be provided to me during this transaction until I have received instructions on its use and I fully understand its use and function. I agree to verify that the visual indicator settings to be recorded on this form for downhill ski equipment agree with the number appearing in the visual indicator windows of the equipment to be listed on this form.

EQUIPMENT RENTAL AND RELEASE FROM LIABILITY, WAIVER OF CLAIMS, ARBITRATION AGREEMENT

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) **I FURTHER AGREE 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.

Arbitration

I hereby agree to submit all claims against the manufacturers or distributors of the rental Equipment used by me at Ski Sundown, Inc. to arbitration. I further agree to submit any other dispute with Ski Sundown, Inc., which arises from skiing at Ski Sundown, Inc. to arbitration, for the purpose of determining whether the alleged injury arises from a risk inherent in the sport of skiing. For any dispute submitted to arbitration pursuant to this agreement, 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. With regard to disputes between me and Ski Sundown, Inc., **in the event that the Panel determines the alleged injury arises from a risk inherent in the sport of skiing, the claim shall be deemed barred, as a matter of law, and the Participant shall be barred from recovering any compensation from Ski Sundown, Inc. In the event that the Panel determines the alleged injury did not arise from a risk inherent in the sport of skiing, 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 the Acknowledgement of Personal Information & Equipment Instructions and the terms of this Equipment Rental and Release from Liability, Waiver of Claims, Arbitration Agreement.

Signature of user: _____	Parent/guardian if user under the age of 18: _____
	Print name: _____
X _____	Sign name: _____ Date _____