

2010/11 pass & savings card application

We make it easy to order your
Passes or Savings Cards

Send this completed form with payment to:
Ski Sundown, PO Box 208,
New Hartford, CT 06057

Fax this completed form to (860) 379-1853

Buy Online at www.skisundown.com

Phone your order in to (860) 379-7669 Ext.
211 or 216

Contact Name _____

Mailing Address _____

Town _____ State _____ Zip Code _____

Contact Phone _____

Emergency 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.

passes

Pass Selection	Purchased by 10/31	Purchased after 10/31	Purchased anytime
Adult (15 & older)	\$479*	\$579*	\$89
Junior (7-14)	\$429*	\$529*	\$89
Child (6 & younger)	\$159*	\$159*	\$89
Super 70 (70 & older)	\$99*	\$99*	\$89
Once-A-Week (7 & older)	\$199*	\$229*	

savings card

All ages as of date of purchase

10% discount for immediate family members purchasing 3 or more Adult, Junior and/or Child season passes at the same time. Children over age 21 not eligible for family discount. Passholders under age 18 must have parent's signature on passholder agreement.

*Plus 10% Connecticut State Admissions Tax

savings cards

Individual Name	Birth Date	Savings Card Selection circle one	Please come to our Welcome Center to have your card or pass photo taken.
		Ad Jr	
		Ad Jr	
Total for Savings Cards: # of cards X \$89 =			

passes

Individual Name	Birth Date	Relationship	Pass Selection circle one	Price
			Ad Jr Ch S70 OAW	
			Ad Jr Ch S70 OAW	
			Ad Jr Ch S70 OAW	
			Ad Jr Ch S70 OAW	
			Ad Jr Ch S70 OAW	

PAYMENT METHOD (CHECK ONE) <input type="checkbox"/> Check (Payable to Ski Sundown, Inc. There is a \$25 fee for returned checks.) <input type="checkbox"/> Amex <input type="checkbox"/> Discover <input type="checkbox"/> Mastercard <input type="checkbox"/> Visa Credit Card# _____ CVV# _____ Exp. Date _____ Cardholder Name (print exactly as it appears on card) _____ Billing Address (if different from above) _____ Cardholder Signature _____	Subtotal A	
	Less 10% Family Discount	
	Subtotal B	
	Add 10% State Admissions Tax	
	Protection Policy (optional) (5% of Subtotal B, see reverse side for details)	
	Total for Passes	
Total for Savings Cards & Passes		

Please be sure your application is completely filled out, payment information is entered and payment, if by check, is enclosed, Pass Protection Policy accepted/declined with signature, and Passholder Agreement and/or Savings Card Policy on reverse side has been signed. Incomplete applications will not be processed until all information is complete. Questions? Call (860)379-SNOW (7669).

passholder agreement

General Policies and Conditions:

1. Passes are non-transferable and may not be given, loaned, rented or transferred to anyone for any reason whatsoever. Transfer or attempt to transfer will result in revocation of the pass without refund, and is punishable under Connecticut theft of services law.
2. Passes must be clearly displayed at all times when waiting to get on a lift. Passholders with improperly displayed passes will be denied access to the lifts.
3. In the event you forget your pass, you must purchase a replacement ticket for \$5, good for one visit.
4. Report all lost passes to the Welcome Center. Your lost pass will be voided and anyone caught using it will be charged with theft of services. A new pass will be issued for a \$5.00 processing fee.
5. We reserve the right to deny, revoke, or suspend lift and/or skiing privileges at any time, for any reason deemed appropriate by management. This decision is at the sole discretion of Ski Sundown Management and is without refund. In the case of minors, parents will be notified.
6. If a refund is requested prior to the start of the opening of the season, there is a \$25.00 administrative fee. CT State Admissions Tax is non-refundable after 90 days from date of purchase. No refunds after the season starts unless Protection Policy coverage has been purchased. All requests for refunds must be received by the Welcome Center prior to end of season.
7. If you have a collision resulting in an injury to another skier, it is your responsibility to remain at the collision site until the Ski Patrol arrives and to give them your name and address.
8. All injuries must be reported to the Ski Patrol before leaving Ski Sundown.
9. All persons are responsible for their own equipment. Ski Sundown is not responsible for lost or stolen equipment.

Be safety conscious. KNOW "YOUR RESPONSIBILITY CODE"

Release and Waiver of Claims: In purchasing this Pass, I acknowledge and recognize that the sport of skiing, as defined in Conn. Gen. Stat. S 29-211, et seq., involves inherent risks, dangers, and hazards which can cause serious personal injury or death. As such, I hereby freely assume and voluntarily accept all known and unknown risks of serious injury or death while using the ski area. I further acknowledge and recognize that the best way to reduce the risk of serious injury or death is to use common sense and abide by "Your Responsibility Code." As part of the consideration for my purchase of the Pass and for allowing me to ski at Ski Sundown, Inc. (the "Facility"), I hereby agree to the fullest extent permitted by law, as follows:

1. **TO WAIVE ALL CLAIMS** that I have or may have against the Facility, its owners, affiliates, officers, directors, employees, agents, and shareholders, caused by the inherent risks of the sport of skiing, as defined in Conn. Gen. Stat. S 29-211, et seq.;
2. **TO ASSUME ALL RISKS INHERENT IN SKIING;**
3. **TO RELEASE** the Facility, its owners, affiliates, officers, directors, employees, agents, and shareholders, from all liability for any loss, damage, injury, or expense I (or my next of kin) may suffer, caused by the inherent risks of the sport of skiing. I acknowledge and agree that this agreement does not, in any way, change the rights or obligations of the Facility or me, as set forth in Conn. Gen. Stat. S 29-211, et. seq., other than as set forth in this agreement; AND
4. **I FURTHER AGREE TO INDEMNIFY** and hold harmless the Facility 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 Pass.

Arbitration: I hereby agree to submit any dispute arising from skiing at the Facility to arbitration, for the sole purpose of determining whether the alleged injury arises from a risk 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. 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 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 the Facility. 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.**

Acknowledgements: In further consideration for being permitted to use the facilities, I expressly acknowledge:

1. 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.
2. I will not participate in the sport of skiing while under the influence of alcohol or drugs.
3. I recognize that I am sharing the Ski Sundown facility with other skiers and that I am responsible for their safety as well as my own.
4. I agree to observe, read and abide by any and all notices that may be posted from time to time by Ski Sundown which may pertain to my responsibility as a skier.
5. 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.

Signed _____

Signed _____

Signed _____

Signed _____

Signed _____

Signed _____

Signature of Parent, for Passholder(s) under 18 _____

pass protection policy

Pass Protection Policy (available only at time of pass purchase): Ski Sundown will reimburse the cost of your Pass on a prorated basis in the event of injury/sickness which prevents your participation in skiing for the remainder of the season. Injury or illness must be confirmed by letter from a licensed physician. The cost of a Protection Policy is 5% of the purchase price of your pass(es). Refund requests must be received prior to end of season. If you decline the Protection Policy and should be unable to use your Pass for any reason, you will not be entitled to a refund. Please check one and sign below.

___ I have read, understand and **accept** the Protection Policy.

___ I have read, understand and **decline** the Protection Policy.

Signed _____

savings card policy

1. **Savings Card Usage** - Savings Cards are non-transferable and may not be given, loaned, rented or transferred to anyone for any reason whatsoever. Transfer or attempt to transfer will result in revocation of the card without refund and is punishable under Connecticut theft of services law. Card owners are entitled to one discounted 8-hour or night all mountain lift ticket per day for themselves only. You must present your card at the ticket window in order to receive the discount. The card may not be used with any other coupon, offer or on special discount days.
2. **Lost Cards** - Report lost cards to the Welcome Center as soon as possible to prevent misuse. A new card will be issued for a \$5.00 fee.
3. **Forgotten Cards** - A full price lift ticket must be purchased if the Savings Card is not presented at the time of purchase. NO EXCEPTIONS!
4. **No refunds on Savings Cards for any reason.**

I have read and understand the Savings Card Policy.

Signed _____