

# program application

Due to the popularity of our programs, we recommend that you register early. Need more than one application? Call us or copy this one.

Parent Contact \_\_\_\_\_  
 Participant Name \_\_\_\_\_ Birth Date \_\_\_\_\_  
 Address \_\_\_\_\_  
 Town \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 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.

## Program Selection Enter Sesn. #, Program Name, Day and Lesson Time

SESN# \_\_\_\_\_ Program Name \_\_\_\_\_ Day \_\_\_\_\_ Lesson Time \_\_\_\_\_

Snowboard  Ski (check one)  
 Need Rentals?  Yes\*  No

Skill Level (see page 12) (circle one): 1 2 3 4 5 6

**\*Important: All renters must complete Rental Release on reverse side.**

### Program Policies

Refer to Program Information for a complete listing. **Refunds:** A full refund less a \$25.00 administrative fee will be given if request is made in writing and received prior to the program Registration Deadline. No refund will be given after the program Registration Deadline for any reason unless the Program Protection Policy has been purchased. All requests for refunds must be received by the Welcome Center prior to end of the season.

Program Protection Policy (available only at time of program purchase): Ski Sundown will reimburse the cost of your program on a prorated basis in the event of injury/sickness which prevents you from completing the program. Refund requests must be received prior to end of season. Injury or illness must be confirmed by letter from a licensed physician. The cost for a Protection Policy is 5% of the Total Due for Program. If you decline the Protection Policy and should be unable to complete the program 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:** \_\_\_\_\_

Please be sure your application is completely filled out, payment information is entered and payment, if by check, is enclosed, Protection Policy accepted/declined with signature, and Rental Release on reverse side has been signed. **Incomplete applications will not be processed until all information is complete.**

### Select your Plan(s)

Fill in Plan Letter(s) and Prices(s) for the program you have selected.

PLAN CHOICES	PLAN LETTER	PRICE
Lessons and/or Lift Pass (A, B, C, D)		
Rental Option* (E)		

\*Complete Rental Release on reverse side

Total Due for Program	\$
5% Protection Policy (optional)	\$
<b>Total Amount Enclosed</b>	\$

### Mail to:

**Ski Sundown, Inc.**  
**P.O. Box 208**  
**New Hartford, CT 06057**

### Fax to:

**(860) 379-1853**

### Questions? Call:

**(860)379-7669**

### Payment Method

Amex  Discover  Mastercard  Visa  Check (Payable to Ski Sundown, Inc. There is a \$25 fee for returned checks.)

Credit Card # \_\_\_\_\_ CVV# \_\_\_\_\_ Expiration Date \_\_\_\_\_

Cardholder Name (print exactly as it appears on card) \_\_\_\_\_

Billing Address (if different from above) \_\_\_\_\_

Phone (if different from above) \_\_\_\_\_

Cardholder Signature \_\_\_\_\_

# rental release

## 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. S 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 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. I have read and understand the terms of this Equipment Rental and Release from Liability, Waiver of Claims, Arbitration Agreement.

### Please print clearly and complete all rental information

Renter's Name: \_\_\_\_\_ Sesn#: \_\_\_\_\_ Program Name: \_\_\_\_\_  
(Last) (First)

Parent's Name: \_\_\_\_\_

Renter's Height: \_\_\_\_\_ Weight: \_\_\_\_\_ Shoe Size: \_\_\_\_\_ Age: \_\_\_\_\_

Skier Type (see below for explanation):  I  II  III Snowboard Stance:  Left foot forward  Right foot forward

Renter's Signature: \_\_\_\_\_ Parent's Signature: \_\_\_\_\_  
(if Renter is under age 18)

#### *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 increasing 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.