

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 _____
 Telephone Numbers: Home _____ Other _____
 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) Skill Level (See page 7) (circle one): New Learning Intermediate Skilled
 Need Rentals? Yes* No ***Important: All renters must complete Rental Release on reverse side.**

Program Policies

Refer to **Program Information** for a complete listing. Program changes are accepted up to 48 hours prior to the start of a program and are subject to a \$5.00 administrative fee. **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 is purchased and are subject to the provisions outlined in the Program Protection Policy (see below). All requests for refunds must be received by the Welcome Center prior to end of the season.

Optional 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 transfer by your employer to a new location necessitating a change of residence of at least 60 miles or injury/sickness which prevents you from completing the program. Documented proof required. 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 _____

Select your Plan(s)		Fill in Plan Letter(s) and Prices(s) for the program you have selected. Program cost is determined by the total of the plan(s)-the Lessons and/or Lift Pass Plan plus Rental Option	
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)	\$	
	Total Amount Enclosed	\$	

Payment Method

Visa MC Discover AMEX Cash Check **Please make checks payable to: Ski Sundown, Inc.**
 Credit Card # _____ CVV# _____ Expiration Date _____
 Cardholder Name (print exactly as it appears on card) _____
 Address (if different from above) _____ Phone (if different from above) _____
 Cardholder Signature _____

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 agreement on reverse side has been signed. **Incomplete applications will not be processed until all information is complete.**

Mail to: _____ Fax to: _____ Questions? Call: _____

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

(860) 379-1853

(860)379-7669

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.



snowboard equipment

Renter's Name: _____

Height: _____ Weight: _____ Shoe Size: _____

Renter's Signature: _____

Parent or Legal Guardian, if under 18:

_____ Date: _____



ski equipment

Renter's Name: _____

Circle One: (See descriptions below) Type I Type II Type III

Height: _____ Weight: _____ Shoe Size: _____

Renter's Signature: _____

Parent or Legal Guardian, if under 18:

_____ Date: _____

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.