

SKI SUNDOWN

2023-2024 GROUP CHAPERONE INFORMATION & PROGRAM AGREEMENT

PLEASE PRINT ONLY

Group Name: Simsbury Culture, Parks and Recreation **Day of Visit:** _____

★ SECTION 1

Chaperone Name: _____ Birth Date: _____

Contact Phone: _____ Email*: _____

Address: _____ Town: _____ State: _____ Zip: _____

**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.*

✧ Sign in at each visit. The Group Leader or Chaperone in charge for the day must sign in at the Welcome Center upon arrival and pick up the group's table sign. A Chaperone must be at your table at all times in the event he/she is needed by a group member or Ski Sundown staff. Get to know your group members. Your familiar face ready to offer guidance and help is greatly appreciated by your participants.

✧ Help in the Rental Shop. A Chaperone must accompany skiers/boarders renting equipment. Lending assistance both inside and outside the shop will aid in processing the rentals for group members.

✧ Know your lesson time. Chaperones should help get their group members to the lesson meeting area 10 minutes prior to the lesson start time. Group members or their parents who want to change a lesson skill level should contact their Group Leader to request the change. A Chaperone must bring the member who needs the skill level change to a Snowsports School supervisor to arrange the change. The supervisor will consult the instructor to determine the appropriate change.

✧ Encourage your group members to keep the area around your table clear and clean. There is limited seating in our lodge. Be considerate and reserve only the space you need. Place personal belongings under tables or in cubbies or on hooks. Be sure tables are left clean after the visit and that all garbage is removed before you leave. Check around tables to be sure no clothing or bags are left behind. ***Check with Lost & Found in the Ski Shop for lost or forgotten items.***

✧ Lost or Forgotten Badges. A Chaperone must accompany any participant who needs a replacement badge or lift ticket to the Welcome Center.

✧ Be available on and off the mountain. Model safe responsible behavior on the slopes and in the lodge and be willing to step in and correct behavior that is not acceptable. Should any member of your group need the assistance of Ski Patrol you will be notified and advised how to proceed.

✧ Chaperone Badge use. Chaperone badges are to be used by an adult (age 18 and over) **for chaperoning purposes only**. The Chaperone badge allows you access **only** during your group's scheduled visit. All Chaperones **must** complete a Group Chaperone Information & Program Agreement form before obtaining your Chaperone badge.

CONTINUED ON NEXT PAGE

All participants must sign the Program Agreement on the back of this form (parents must also sign for participants under age 18).

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

PLEASE READ CAREFULLY

Skiing and snowboarding involve risk of serious injury, including death, caused by hazards inherent in the sport of skiing. Participation in the sport of skiing, no matter what type equipment you are using or the event or program that you have chosen to participate in, is a voluntary act on the part of the participant and where applicable the participant's parent(s) or legal guardian(s) [the participant and the participant's parent(s) and/or legal guardian(s) are collectively referred to herein as "Participant"].

PARENT(S)/LEGAL GUARDIAN(S): Only allow your child to participate in the sport of skiing if your child:

- Appreciates the risks involved in the sport;
• Knows his/her/their own capabilities and limitations regarding the sport of skiing;
• Is capable of exercising common sense.

The use of helmets is strongly recommended. If you and/or your child decide not to use a helmet, you do so at your own risk.

WAIVER OF CLAIMS, ASSUMPTION OF RISK; RELEASE; INDEMNIFICATION

In consideration of being allowed to participate in the sport of skiing at Ski Sundown, Inc. ("Ski Sundown"), the Participant hereby agrees, to the fullest extent permitted by law, as follows:

- 1) TO WAIVE ALL CLAIMS that they have or may have against Ski Sundown arising out of the inherent risks of the sport of skiing;
2) TO ASSUME ALL RISKS INHERENT IN THE SPORT OF SKIING; and
3) TO RELEASE Ski Sundown, its owners, affiliates, officers, directors, employees, agents, and shareholders, and all manufacturers and distributors of equipment from all liability for any loss, damage, injury, or expense that the Participant (or Participant's next of kin) may suffer, arising out of the inherent risks of participation in the sport of skiing;
4) TO INDEMNIFY and hold harmless Ski Sundown for any loss or damage including any that results from claims or lawsuits for personal injury, death, or property loss and damage arising from Participant's participation in the sport of skiing at Ski Sundown.

The Participant acknowledges and agrees that the inherent hazards and risks of participating in the sport of skiing 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 Ski Sundown or the Participant, as set forth in Connecticut General Statutes § 29-211, et. seq., other than as set forth in this agreement.

ACKNOWLEDGEMENT OF EQUIPMENT INSTRUCTIONS

Participant hereby agrees that Participant will not use any equipment until Participant has received instructions on its use and fully understands its use and function. Participant agrees to verify that the visual indicator settings to be recorded on any rental forms agree with the number appearing in the visual indicator windows of any equipment listed on the form.

EQUIPMENT RENTAL AND RELEASE FROM LIABILITY AND WAIVER OF CLAIMS

Participant accepts for use the equipment rented to Participant by Ski Sundown (the "Equipment") and accepts full responsibility for its care while it is in Participant's possession. Participant is responsible for the replacement, at full retail value, of any Equipment which is not returned and is responsible for the costs of repairing any damage to the Equipment, other than normal wear and tear.

SKI EQUIPMENT: Participant understands that the ski-boot bindings system which Participant has rented will not release at all times nor under all circumstances, nor is it possible to predict every situation in which it will release. Participant understands that the ski-boot bindings system is, therefore, no guarantee of Participant's safety. Participant has accurately represented to Ski Sundown Participant's 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: Participant understands that the snowboard bindings system, which Participant has rented, is a non-release system. Participant understands that the snowboard bindings system is no guarantee of Participant's safety.

Participant hereby agrees to the fullest extent permitted by law, as follows:

- 1) TO WAIVE ALL CLAIMS that Participant has or may have against Ski Sundown 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 and all manufacturers and distributors of the Equipment, from all liability for any loss, damage, injury, or expense Participant (or Participant's next of kin) may suffer, caused by the use of the Equipment and/or the inherent risks of the sport of skiing.
4) TO INDEMNIFY and hold harmless Ski Sundown 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 Participant's use of the Equipment.

BINDING ARBITRATION

Participant hereby agrees to submit to binding arbitration any dispute arising from: (1) this Agreement, (2) Participant's use of Ski Sundown, and/or (3) any claims against the manufacturers and/or distributors of the rental Equipment. 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 West Hartford, Connecticut, and shall be governed by the Federal Rules of Evidence. The substantive laws of the State of Connecticut shall apply. The Panel shall establish a reasonable and appropriate discovery schedule to expeditiously resolve this matter. If the dispute arises from a personal injury or death, the first phase of the arbitration shall be to determine whether said injury or death arose from a hazard/risk inherent in the sport of skiing. In the event that the Panel determines the alleged injury/death arose from a hazard/risk inherent in the sport of skiing, the claim shall be deemed barred, as a matter of law, and the Participant and Participant's Parent(s) and/or Guardian(s) shall be barred from recovering any compensation from Ski Sundown. In the event that the Panel determines the alleged injury did not arise from a hazard/risk inherent in the sport of skiing, the Panel may, at its discretion, allow for additional discovery and evidence, and then it shall decide any remaining issues on the merits.

Photo/Video Release: Participant hereby grants permission to Ski Sundown to use Participant's photograph, video tape, motion picture recording, or any other record of Participant's use of its facilities for legitimate purposes, including advertising, marketing, and social media

PARTICIPANT HAS READ AND UNDERSTANDS THIS AGREEMENT AND IS AWARE THAT BY SIGNING THIS AGREEMENT PARTICIPANT MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Participant's Signature: _____ Date: _____

Printed Participant's Name _____

Parent/Guardian Signature: _____ Date: _____

Parents or Guardians must also sign if the Participant is UNDER 18.

