MOUNT SOUTHINGTON SKI AREA
GROUP PROGRAMS WAIVER, ASSUMPTION OF RISK, RELEASE & ARBITRATION AGREEMENT

In consideration of being allowed to participate in a group program (the "Program") at Mount Southington Ski Area (the "Facility"), the Participant, and the Participant's parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

1) **TO WAIVE ALL CLAIMS** that they have or may have against the Facility, Mount Southington Limited Partnership (the "Partnership"), and/orMount Southington Restaurant and Lounge, Inc. (the "Lounge") arising out of the inherent risks of participating in the Program;

2) **TO ASSUME ALL RISKS INHERENT IN PARTICIPATING IN THE PROGRAM;** and

3) **TO RELEASE** the Facility, the Partnership, the Lounge, their owners, affiliates, officers, directors, employees, agents, and shareholders, from all liability for any loss, damage, injury, or expense that the Participant (or his/her next of kin) may suffer, arising out of the inherent risks of participation in the Program, which include, but are not limited to, the instruction received while participating in the Program.

The Participant acknowledges and agrees that the inherent risks of participating in the program are in addition to those referenced in *Connecticut General Statutes § 29-212*. **The participant acknowledges and agrees that it is their responsibility to close the restraining device on the chair lift, as referenced in Connecticut General Statutes § 29-213.** The Participant also acknowledges that this agreement does not, in any way, change the rights or obligations of the Facility, the Partnership, the Lounge, or the Participant, as set forth in *Connecticut General Statutes § 29-211, et. seq.*, other than as set forth in this agreement.

Arbitration

The Participant hereby agrees to submit any dispute arising from participation in the Program to arbitration, for the sole purpose of determining whether the alleged injury arises from a risk inherent in the activities engaged in by the Participant while participating in the Program. 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 Participant's participation in the Program, the claim shall be deemed barred, as a matter of law, and the Participant shall be barred from recovering any compensation from the Facility, the Partnership, and/or the Lounge. In the event that the Panel determines the alleged injury did not arise from a risk inherent in the activities engaged in during the Program, 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 THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. **PARENT OR GUARDIAN MUST ALSO SIGN IF THE PARTICIPANT IS UNDER 18.**

Participant's Signature: _____ **Grade:** _____ Date: _____

Participant's Signature: _____ **Grade:** _____ Date: _____

Participant's Signature: _____ **Grade:** _____ Date: _____

****PARENT/GUARDIAN SIGNATURE: **** _____ **Date:** _____

Group Name: _____ ***Family Name:*** _____

~~~~~MAKE-UP PROCEDURES/REFUNDS~~~~~

GROUP MAKE-UP PROCEDURE:

1. In the event your Group misses a ski day, a Group make-up day will be re-assigned by Mount Southington in conjunction with your group coordinator.
2. **Members should not put their lift tickets on until the day of the ski trip. If a day is cancelled, that lift ticket will be used for the make-up day. For example, if your group misses Jan. 9 and your make-up day is scheduled for Feb. 6, members will wear the Jan. 9 ticket on Feb. 6.**
3. In the event Mt. Southington closes for the season (before your Group completes its scheduled program) remaining unused tickets are valid for their face value the following season towards the purchase of a ticket at the ticket window. See ticket redemption information below in the **individual make-up procedure.**

INDIVIDUAL MAKE-UP PROCEDURE:

1. If an **individual** misses a scheduled ski day, any remaining unused **lift tickets and rentals** may be **evenly exchanged at the ticket window during the School's Out Ski Club time slot** (Excluding Martin Luther King Day 1/19/2015 and President's Day 2/16/2015). The School's Out Ski Club time slot is Monday thru Friday 3pm–8pm (non-holiday periods).
2. ***NOTE: Lesson make-ups will not be available on an individual basis; they must be made up with your group, otherwise the lesson is forfeited.***
3. All unused tickets may be redeemed for their face value (printed on the front of the ticket) towards the purchase of any ticket type at the ticket window **anytime.** *They **cannot** be used towards future School's Out Ski Club purchases.*

Refunds:

1. A refund is issued **only** in the event a student is out for the remainder of the season **due to illness or injury.** This request needs to be in writing and accompanied by a doctor's note and the remaining unused lift tickets.
2. Any ticket type changes needed after tickets have been printed are subject to a $10 Administrative Fee

Lost Tickets will not be replaced.

Please copy for your records