



SKI SUNDOWN RACE REGISTRATION
BY SIGNING THIS DOCUMENT, YOU WILL
WAIVE THE RIGHT TO CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE.

PLEASE PRINT ALL INFORMATION

NAME _____ EMAIL _____

STREET _____ PHONE _____

CITY/TOWN _____ STATE _____ ZIP _____

LIABILITY RELEASE AND INDEMNITY AGREEMENT

1. I acknowledge that skiing, ski racing and related activities are **HAZARDOUS** activities and that I have made a voluntary choice to participate in those activities despite the risks that they present. In consideration of my being permitted to participate in the **5-0 On Snow CT Law Enforcement Race on February 13, 2009**, I agree to **ASSUME ANY AND ALL RISK OF INJURY OR DEATH** which might be associated with or result from my participation in this event.

2. In consideration of being allowed to participate in the **5-0 On Snow CT Law Enforcement Race on February 13, 2009** (the "Race Event") at Ski Sundown, Inc. (the "Facility"), the Participant, does 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 arising out of the inherent risks of participating in the Race Event;
- 2) **TO ASSUME ALL RISKS INHERENT IN PARTICIPATING IN THE RACE EVENT**; and
- 3) **TO RELEASE** the Facility, its 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 Race Event, which include, but are not limited to, the instruction received while participating in the Race Event.

The Participant acknowledges and agrees that the inherent risks of participating in the Race Event 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 the Facility 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 Race Event
(CONT'D ON REVERSE SIDE)

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 Race Event. 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 Race Event, 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 activities engaged in during the Race Event, 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*.

3. Further, I grant permission to Ski Sundown to utilize any photograph, videotape, motion picture, recording or other record of my use of its facilities for any legitimate purpose.

4. In the event of my death or incapacity, this agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives.

I have read and understand this agreement and I am aware that by signing this agreement, I am waiving certain legal rights, including the right to sue Ski Sundown, the organizers and sponsors of this event and their owners, agents, landowners, affiliated companies and employees.

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

Participant's Signature: _____

Date: _____

Parent/Guardian Signature: _____

Date: _____