MOHAWK MOUNTAIN

Snowsports Discovery Center
Group Lesson Waiver (2015-2016 Group Sales)

Name _____ Lesson Date _____

Age _____ Lesson Time _____

☐ Skier ☐ Snowboarder Level (circle one): 1 2 3 4 5 6 7 8

MOHAWK MOUNTAIN SKI AREA
ASSUMPTION OF RISK, RELEASE & ARBITRATION AGREEMENT

In consideration of being allowed to participate now and in the future in skiing, ski lessons, use of ski lifts, and all other ski-related activities (the "Activities") at Mohawk Mountain Ski Area, Inc. (the "Facility"), the participant, or his/her parent(s) or legal guardian(s), (collectively the "Participant"), for himself/herself and on behalf of his/her heirs, assigns, personal representatives and next of kin, does hereby agree to the following:

a) **TO WAIVE ALL CLAIMS** that Participant has or may have against the Facility arising out of the inherent risks of participating in the Activities;

b) **TO ASSUME ALL RISKS INHERENT IN PARTICIPATING IN THE ACTIVITIES;** and

c) **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 Activities, which inherent risks include, but are not limited to, the instruction (related to both skiing and use of ski lifts) received while participating in the Activities.

d) Participant hereby grants to the Facility, its representatives, and employees the right to take **photographs of Participant** in connection with Participant's use of the Facility. Participant hereby authorizes the Facility to copyright, use, and publish the same in print and/or electronically. Participant hereby agrees that the Facility may use such photographs of Participant for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web content.

The Participant acknowledges and agrees that the inherent risks of participating in the Activities 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

Participant, and his/her parent(s)/legal guardian(s) if Participant is a minor, hereby agrees to submit any dispute arising from this Agreement and/or Participant's use of the Facility to binding arbitration. 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 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/or his/her parent(s)/legal guardian(s), shall be barred from recovering any compensation from Mohawk. 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.

I/WE HAVE READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT I/WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, HAVE NOT CHANGED IT ORALLY, AND SIGN IT VOLUNTARILY.

Participant's Name: _____

_____ _____
Signature of Participant Date

_____ _____
Printed Name of Parent or Legal Guardian Emergency Contact Phone Number

_____ _____
Signature of Parent or Legal Guardian Date