



2011-2012 Season Pass Agreement

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NAME		FOR OFFICE USE ONLY
ADDRESS		TYPE: Any Day Night Midweek Reg. 1 Adult Junior Senior Child
CITY	STATE	
EMAIL	ZIP	Pass No.
UNDER 18? DATE OF BIRTH		Qualifying Employee
PHONE		Relationship/Years of Service

Release and Waiver of Claim

In purchasing this Season Pass, I acknowledge and recognize that the sport of skiing, as defined in Conn. Gen. Stat. § 29-211, et seq., involves inherent risks, dangers, and hazards which can cause serious personal injury or death. As such, I hereby freely assume and voluntarily accept all known and unknown risks of serious injury or death while using the ski area. I further acknowledge and recognize that the best way to reduce the risk of serious injury or death is to use common sense and abide by "Your Responsibility Code." As part of the consideration for my purchase of the Season Pass and for allowing me to ski at Mohawk Mountain Ski Area, Inc. (the "Facility"), I hereby agree to the fullest extent permitted by law, as follows:

- 1) TO WAIVE ALL CLAIMS that I have or may have against the Facility, its owners, affiliates, officers, directors, employees, agents, and shareholders, caused by 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 the Facility, its owners, affiliates, officers, directors, employees, agents, and shareholders, from all liability for any loss, damage, injury, or expense I (or my next of kin) may suffer, caused by the inherent risks of the sport of skiing.
- I acknowledge and agree that this agreement does not, in any way, change the rights or obligations of the Facility or me, as set forth in Conn. Gen. Stat. § 29-211, et seq., other than as set forth in this agreement;
- 4) I FURTHER AGREE TO INDEMNIFY and hold harmless the Facility 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 Season Pass; AND
 - 5) TO ABIDE BY ALL AREA REGULATIONS, including, but not limited to:
 - A. Read and obey all posted signs.
 - B. Do not ski on closed trails or areas.
 - C. Abide by "Your Responsibility Code."
 - D. Use courtesy at all times to all others at the Facility.
 - E. Vandalism or other misuse of the Facility's equipment or property will not be tolerated.
 - F. Obey the laws of The State of Connecticut, in particular, Conn. Gen. Stat. § 29-211, et. seq.
 - G. Warnings will be given for improper conduct on and off the mountain. If such behavior continues, your Season Pass will be revoked – first for the day, then for the remainder of the season.

H. Season Passes are not transferable or refundable. If the Season Pass is lost or misplaced, notify the business office immediately. Passes will be replaced after a suitable waiting period for a processing fee of \$50.00. Season Passes must be worn in order to access lifts. If the Season Pass holder forgets his/her Season Pass, they must pay full price of the lift ticket, unless other arrangements are made at the discretion of management.

I. Passholder, or Passholder's parents if Passholder is a minor, hereby grants to the Facility, its representatives and employees the right to take photographs of Passholder in connection with Passholder's use of the Facility. Passholder, or Passholder's parents if Passholder is a minor, hereby authorizes the Facility to copyright, use, and publish the same in print and/or electronically. Passholder, or Passholder's parents if Passholder is a minor, hereby agrees that the Facility may use such photographs of Passholder for any lawful purpose, including for publicity, illustration, advertising, and Web content.

Arbitration

I hereby agree to submit any dispute arising from skiing at the Facility to arbitration, for the sole purpose of determining whether the alleged injury arises from a risk inherent in the sport of skiing. 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 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 the Facility. 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 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. Parents or Guardians must also sign if the Participant is UNDER 18.

Season Pass Holder's Signature: _____ Date: _____

Parent/Guardian Signature: _____ Date: _____