

## 2011-2012 Mohawk Mountain Passport 2 Adventure Program Terms and Conditions

Mohawk Mountain will provide 3 Free Lift Tickets for skiing/snowboarding during the 2011-2012 winter season to any Connecticut resident 4th grader attending school in Connecticut and who has completed the application and is enrolled in this program. Proof of school and age/grade is required. There are no black-out dates.

The Passport 2 Adventure card may be used to obtain one complimentary lift ticket per day. Lift tickets can not be transferred or sold to any other person, including family members. The Passport 2 Adventure card may be used by the card Holder ONLY when accompanied by a paying adult. A maximum of two Passport 2 Adventure participants will be admitted with each paying adult.

Mohawk Mountain reserves the right to modify or cancel this program and invalidate all cards at any time without notice. Mohawk Mountain is not responsible for expenses incurred or opportunities forgone by cancellation or modification of this program.

If a Passport 2 Adventure card is lost or stolen, notify Mohawk Mountain immediately. Mohawk Mountain reserves the right to make case by case determinations concerning replacement of cards. There is no provision for forgotten cards.

Mohawk Mountain will revoke a participant's Passport 2 Adventure card and cancel program membership if misuse or transfers occur.

Know, understand and abide by "Your Responsibility Code". If you do not know "Your Responsibility Code", Mohawk Mountain rules or Connecticut laws, we can provide them for you.

### RELEASE & WAIVER

**In consideration of being allowed to participate in Passport 2 Adventure program (the "Program") at Mohawk Mountain Ski Area, Inc. (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 arising out of the inherent risks of skiing and/or participating in the Program;**
- 2) TO ASSUME ALL RISKS INHERENT IN SKIING AND/OR PARTICIPATING IN THE PROGRAM;** 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 sport of skiing and/or the Program.**

**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 skiing at the Facility and/or 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 skiing and/or 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 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. In the event that the Panel determines the alleged injury arises from a risk inherent in skiing and/or 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. In the event that the Panel determines the alleged injury did not arise from a risk inherent in the sport of skiing or the activities engaged in through 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/WE HAVE READ AND UNDERSTAND THIS AGREEMENT AND I/WE AM AWARE THAT BY SIGNING THIS AGREEMENT I/WE MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

I/We agree to comply with all the rules set forth above. I/We understand that any misuse of the Program, its rules or a lift ticket obtained through this Program will result in revocation of Program privileges. I/We understand that Mohawk Mountain will use my/our email address to send occasional email to me/us, but will not sell or give my/our email address to anyone.

This application is not valid unless signed by student and parent/legal guardian.

\_\_\_\_\_  
Signature of Mohawk Mountain Passport 2 Adventure Program Participant

\_\_\_\_\_  
Signature of Parent or Legal Guardian of Participant

Date: \_\_\_\_\_



**4th Grade  
PASSPORT  
2ADVENTURE**

**4th Graders  
SKI and RIDE  
for FREE**

Mohawk Mountain Ski Area  
46 Great Hollow Rd.  
West Cornwall, CT 06796

860.672.6100 or 800.895.5222  
[mohawkmtn.com](http://mohawkmtn.com)

# 4th GRADE PASSPORT 2 ADVENTURE

GET 3 FREE LIFT TICKETS TO MOHAWK MOUNTAIN. Ski or RIDE for FREE THREE times during the 2011-2012 Season!

## It pays to be a fourth grader at Mohawk Mountain!

Mohawk Mountain is giving away **FREE** lift tickets to 4th grade students from Connecticut, who attend a Connecticut school.

Mohawk Mountain believes that winter presents an opportunity to get outdoors, to be healthy and active, and to share awesome experiences with friends and family.

Our commitment to these beliefs has led Mohawk Mountain to offer the **4th Grade Passport 2 Adventure**, a program that lets fourth graders ski and ride for free, **THREE TIMES** during the 2011-2012 season.

Fourth grader must be accompanied by an adult purchasing a full-price lift ticket.

## It's simple to get your 4th Grade Passport 2 Adventure.

### 1) Fill in the application Form.

*Be sure the back is signed by both the student and a parent or guardian.*

### 2) Attach proof of your 4th grade status.

*A note from your school, or a current fourth grade report card is fine.*

### 3) Enclose \$10.00 processing fee.

*(Please do not mail cash)*

### Mail the form to:

**4th Grade Passport 2 Adventure  
Mohawk Mountain Ski Area  
P.O. Box 27  
Cornwall, CT 06753**



*We will mail you a*

### **4th Grade Passport 2 Adventure Card.**

*Bring your card with you each time you visit Mohawk Mountain to redeem your FREE lift ticket.*

*Please allow 10 days for your card to be processed and returned via US mail.*

## APPLICATION FORM

*Please print clearly.*

First Name \_\_\_\_\_

Last Name \_\_\_\_\_

Birthdate \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State **CT** ZIP Code \_\_\_\_\_

School Name \_\_\_\_\_

Teacher \_\_\_\_\_

*Optional:*

Email Address \_\_\_\_\_

