



## 2019-2020 TUBING AGREEMENT

46 Great Hollow Rd., Cornwall, CT 06753

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**NOTICE: By signing this document you may be waiving certain legal rights, including the right to sue.**

### **ACKNOWLEDGMENT AND ASSUMPTION OF RISKS & BINDING ARBITRATION AGREEMENT**

In consideration of being allowed to use the facilities, equipment, and participate in snow tubing and other activities (“Activities”) at Mohawk Mountain Ski Area, Inc. (the “Host”), the Participant, and the Participant’s parent(s) or legal guardian(s) if the Participant is a minor, do hereby acknowledge and agree, to the fullest extent permitted by law, as follows:

- a) Participation in the Activities involves certain inherent risks. These inherent risks include but are not limited to:
- Walking on surfaces covered with snow and/or ice;
  - Falling from the tube;
  - Collisions with others and/or objects at the end of the lane;
  - Collisions resulting from a tube crossing the lane divider into an adjoining lane;
  - Collisions resulting from another tuber or group of tubers overtaking the Participant;
  - Unexpected change of speed due to varying changes in snow conditions;
  - Variations in steepness and configuration of the tubing lanes, run out area, and counter slope, and the surface upon which tubing is being conducted;
  - Participants’ having little control of their tube once the slide begins;
  - Failure of equipment;
  - Sudden changes in weather; weather-related occurrences; acts of nature,
  - And use of surface conveyor lifts;
- b) The Participant’s participation in the Activities is voluntary, and Participant and his/her parent(s) or legal guardian(s) have the opportunity to inspect the Host’s equipment and facilities before any participation;
- c) The Participant and his/her parent(s) or legal guardian(s) certify that Participant has no physical or mental condition that precludes him/her from participating in the Activities and that he/she is not participating against medical advice;
- d) The Participant and his/her parent(s) or legal guardian(s) understand that Participant is obligated to follow the rules of the Activities and refrain from horseplay and that Participant can minimize his/her risk of injury by doing so and through the exercise of *common sense* and by being aware of his/her surroundings;
- e) If, while participating in the Activities, the Participant or his/her parent(s) or legal guardian(s) observe any unusual hazard or condition, which they believe jeopardizes Participant’s personal safety or that of others, Participant and/or his/her parent(s) or legal guardian(s) will remove Participant from participation in the Activities and immediately bring said hazard or condition to the attention of the Host.

### **Photography/Video Release**

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

**Parental Responsibility**

If Participant is a minor, Participant's Parent/Legal Guardian hereby agrees that he/she will explain to his/her child that the risk of injury while participating in the Activities can be reduced by following the rules, not engaging in horseplay, and through the use of *common sense* and *good judgment*.

**Binding Arbitration**

The Participant, and the Participant's parent(s) or legal guardian(s) if the Participant is a minor, hereby agrees to submit any dispute, claim, or controversy, relating to and/or arising from (a) this Snow Tubing Acknowledgment and Assumption of Risks & Binding Arbitration Agreement, (b) Participant's participation in the Activities, and/or (3) any other interaction between the Participant and the Host, including the determination of the scope or applicability of this agreement to arbitrate, 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.

NOTICE TO PARTICIPANT & PARENTS/LEGAL GUARDIANS: By signing this Agreement, you are giving up your right to commence litigation against the Host in a court of law, and you are giving up your right to a trial by jury.

To the extent that any portion of this Agreement is deemed to be invalid under the law of the State of Connecticut, the remaining portions of the Agreement shall remain binding and available for use by the Participant, the Host, and their respective counsel in any proceeding.

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

Participant's Name (Printed): \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Legal Guardian's Name (Printed): \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**ADDITIONAL FAMILY PARTICIPANTS**

<b>Name/Age</b>	<b>Signature</b>	<b>Name/Age</b>	<b>Signature</b>