



**46 Great Hollow Rd., Cornwall, CT 06753**  
**860.672.6100 · mohawkmtn.com**

Name		School Name
Address		Email
City		
Phone Number	Date of Birth (if under 18)	Office Use only: Pass No.

**Season Pass- Prep School- Release and Waiver of Claim 2019-2020**

In purchasing this Season Pass, I (“Passholder”) acknowledge and recognize that the sport of skiing, as defined in Conn. Gen. Stat. § 29-211, et seq., involves inherent hazards/risks which can cause serious personal injury or death. As such, I hereby freely assume and voluntarily accept all known and unknown hazards/risks of serious injury or death while using Mohawk Mountain Ski Area, Inc. (the “Facility”). 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 use 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 hazards/risks of the sport of skiing, as defined in Conn. Gen. Stat. § 29-211, et seq., including all inherent hazards/risks arising from ski racing, which include but are not limited to, hazards/risks related to the set-up of the race course;

**2) TO ASSUME ALL HAZARDS/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 hazards/risks of the sport of skiing, including all inherent hazards/risks arising from ski racing, which include but are not limited to, hazards/risks related to the set-up of the race course. 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 parent/guardian 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 parent/guardian, hereby authorizes the Facility to copyright, use, and publish the same in print and/or electronically. Passholder, or Passholder’s parent/guardian, hereby agrees that the Facility may use such photographs of Passholder for any lawful purpose, including for publicity, illustration, advertising, and Web content.

**Arbitration**

Passholder, and his/her parent(s)/guardian(s) if Passholder is a minor, hereby agrees to submit any dispute arising from this Agreement and/or Passholder’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 Passholder, and/or his/her parent(s)/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 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.

Passholder’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_