



**2021-2022 DAY PASS AGREEMENT**  
 46 Great Hollow Rd., Cornwall, CT 06753  
 860.672.6100 · mohawkmtn.com

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

**RELEASE AND WAIVER OF CLAIMS**

In purchasing this Day Pass, Passholder, and their parent(s)/legal guardian(s) if Passholder is a minor (collectively "Passholder"), acknowledges and recognizes 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, Passholder hereby freely assumes and voluntarily accepts all known and unknown hazards/risks of serious injury or death while using Mohawk Mountain Ski Area, Inc. (the "Facility"). Passholder further acknowledges and recognizes 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 Passholder's purchase of the Day Pass and for allowing Passholder to use the Facility, Passholder hereby agrees to the fullest extent permitted by law, as follows:

**1) TO WAIVE ALL CLAIMS** that Passholder has 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.;

**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 Passholder (or his/her next of kin) may suffer, caused by the inherent hazards/risks of the sport of skiing. Passholder acknowledges and agrees that this agreement does not, in any way, change the rights or obligations of the Facility or Passholder, as set forth in Conn. Gen. Stat. § 29-211, et. seq., other than as set forth in this agreement;

**4) PASSHOLDER FURTHER AGREES 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 Passholder's use of the Day 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 may be given for improper conduct on and off the mountain. If such behavior continues, Passholder's Day Pass may be revoked.
- H. Passes are not transferable or refundable. If the media card/pass is lost, misplaced or stolen, notify guest services immediately. Media cards will be replaced for a fee of \$5.00. The lost pass will be deactivated. Passes must be worn in order to access lifts. If Passholder forgets their Pass, Passholder must purchase a new media card for \$5.00.

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

**Arbitration**

Passholder 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 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 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 Legal Guardians must also sign if the Participant is UNDER 18.

Passholder's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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