

**POWDER RIDGE SKI AREA  
RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
AND ARBITRATION AGREEMENT**

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

**Release and Waiver of Claims**

In consideration of being allowed to participate in snowtubing activities operated by Powder Ridge Ski Area and/or Whitewater Mountain Resorts of Connecticut, 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 snowtubing, as defined below;
- 2) **TO ASSUME ALL RISKS INHERENT IN SNOWTUBING;** 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 snowtubing, which include, but are not limited to, (1) slipping and falling on snow or ice while entering, exiting, or walking through the designated snowtubing area; (2) collisions with other snowtubers; (3) collisions with spectators and/or attendants; (4) failing to stop prior to the end of the snowtubing trail or slope; (5) using the snowtubing lift (including, but not limited to, becoming detached from the lift, being struck by a lift handle, and/or having clothing and/or hair become caught in the lift); (6) collisions with conspicuously placed, or if not so placed, conspicuously marked snowmaking devices, light towers, and lifts; (7) collisions with trees or other objects not within the confines of the snowtubing trail or slope; (8) collisions with fencing or hay; (9) falling off of a snowtube; and (10) variations in the terrain of the trails or slopes utilized for snowtubing, even when caused by snow making or snow grooming.

**Weight Limit**

The Participant, and the Participant's parent(s) or legal guardian(s), understand that in the interests of safety, the use of the lifts and snowtubing facilities, at the Facility, is limited to participants weighing no more than 275 pounds. They hereby acknowledge that the Participant does not exceed this weight.

**Arbitration**

The Participant hereby agrees to submit any dispute arising from the use of the Facility's snowtubing operations to arbitration, for the sole purpose of determining whether the alleged injury arises from a risk inherent in the activity of snowtubing. 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 activity of snowtubing, the claim shall be deemed waived, 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 activity of snowtubing, 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.

**Participant's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

Participant's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/Town: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ E-mail \_\_\_\_\_@\_\_\_\_\_