

Berkshire East Ski Resort, LLC.  
66 Thunder Mountain Road  
Charlemont, MA 01339

SCENIC CHAIRLIFT RIDE and RENEWABLE ENERGY TOUR WAIVER & RELEASE

**ACKNOWLEDGMENT OF RISKS & HAZARDS:** By participating in the above listed event(s), I understand that it is an outdoor activity and it involves the risk of injury to any and all parts of my body. Hazards may include but are not limited to the malfunction or improper use of ski lifts and travel vans. There are hazards of slipping and falling or being struck by chairs while loading and unloading myself on the ski lifts. Other natural and environment dangers including severe weather conditions, insect's bites, bee's stings, and encounters with poisonous plants and with area wildlife. I understand there are long hikes involved and I will be walking on uneven ground surfaces which contains rocks, tall and slippery grass, bumps and ruts, and steep terrain which include risks of slipping or falling. I understand that the actions of me or others, including Berkshire East staff may cause severe or even fatal injuries to me or others. I agree to voluntarily participate in this event despite the risks involved.

**INDEMNITY & HOLD HARMLESS AGREEMENT, RELEASE OF LIABILITY, CONSENT NOT TO SUE:** I hereby freely and expressly assume and accept the responsibility for any and all risks of injury or death while participating in this activity or related activities, or while present on Berkshire East premises. I agree to release, forever discharge, indemnify, defend and hold harmless Berkshire East Ski Resort LLC, (its parent, subsidiary, affiliated and successor companies, real and personal property owners, directors, officers, agents, employees, as well as the equipment manufacturers and distributors), from all liability and negligence. This includes any and all losses, damages, costs and attorney's fees resulting from any and all claims or suits for personal injury, death and/or property damage that may in any way arise out of my participation in this activity regardless of how or by whom or by what the personal injury, death and/or property damage was caused. I promise not to sue and agree that if anyone is physically injured or property is damaged while I am using the premises, facilities and equipment, I will have no right to make a claim or file a lawsuit for any reason and under all circumstances.

**MEDICAL DISCLOSURE AND CONSENT TO NECESSARY MEDICAL TREATMENT:** I certify that I am physically fit and have no medical conditions that affect my ability to participate in this event. I understand that I cannot participate in this event if I am under the influence of drugs or alcohol or under the age of 8 years old. Should a medical emergency arise, I realize I may be far away from emergency rescue and treatment facilities. I give permission to Berkshire East Ski Resort LLC staff to render first aid and/or call upon Emergency Medical Services, if needed, for my well-being.

**AUTHORIZATION FOR USE OF IMAGE & COMMENT:** I understand that I may be photographed, video-taped or recorded while at Berkshire East Ski Resort. My images, statements, recorded video or comments may be used without my expressed knowledge or consent by others, including other event participants, news reporters, radio or television stations, or Berkshire East Ski Resort, LLC.

**AGREEMENT:** I have had sufficient opportunity to read this entire document and certify that I have read and understood it, and I agree to be bound by its terms. I understand that this is a release of liability which will legally prevent me or any other person from filing suit, or making any other claims for damages in the event of personal injury, death or property damage. I have made no misrepresentations regarding my name, age, or medical condition. I intend this document to be interpreted as broadly as permissible by Massachusetts law and understand that it is not intended to assert any claims or defense prohibited by law. I understand that this agreement shall be binding upon my heirs, executors, administrators, and assigns and shall be governed by the applicable laws of Massachusetts. I also understand that if any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect. I agree that any claims that I may bring shall be submitted to the jurisdiction of the state or federal Courts in Massachusetts and that no claims shall be brought in any other jurisdiction. I agree that there have been no warranties, expressed or implied, which have been made to me, which extend beyond the description listed on this form.

**PARTICIPANT'S NAME (Please Print):** \_\_\_\_\_ **DOB:** \_\_\_\_\_

**PARTICIPANT SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

..... **To be completed by a parent or legal guardian for participants under age 18** .....

**Parent/Guardian's Name (Please Print):** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **E-Mail:** \_\_\_\_\_

As parent/guardian signing this agreement for the above named minor, I acknowledge and agree that I have read the above document, and that by signing this document on behalf of the minor, the minor and I agree to be bound by its terms. I hereby agree to INDEMNIFY, DEFEND and HOLD HARMLESS the RELEASEES for any claim or suit arising out of said minor's participation in the activity or said minor's presence on RELEASEES' premises