

STOP !

2018/2019 RENTAL AGREEMENT AND WAIVER

READ THIS CAREFULLY:
YOU ARE VOLUNTARILY ENGAGING IN THIS ACTIVITY, RELEASING
BERKSHIRE EAST* AND WAIVING LEGAL CLAIMS

WARNING! Skiing in its various forms (including downhill skiing, telemarking, alpine touring and snowboarding), involves many risks inherent to the sport of skiing including but not limited to the unevenness and unpredictability of the surface, steep, slippery, uneven conditions, and interaction with machines, equipment and other skiers.

THE FOLLOWING RELEASE MUST BE SIGNED BEFORE RENTING SKIS, SNOWBOARDS, SNOWBLADES, HELMETS OR ANY OTHER SNOW SPORTS EQUIPMENT (HEREIN REFERRED TO AS SPORTS EQUIPMENT). A PARENT OR GUARDIAN MUST BE ON HAND TO SIGN FOR MINORS.

In consideration of being able to utilize Berkshire East I, for myself and/or my child and anyone for whom I execute this form, **FOREVER RELEASE, FULLY DISCHARGE, AND SHALL DEFEND AND INDEMNIFY** Berkshire East, this ski shop/rental facility, an all of their agents, employees, volunteers, officers, directors, owners and affiliated companies and their successors and assigns, and all other persons and companies who provide any equipment, services or facilities or have any involvement in manufacturing (to include all manufacturers of equipment rented including the BINDING MANUFACTURER), distributing, selling, renting, mounting, servicing, testing or from the selection, inspection, maintenance or adjustment of this equipment, or from any other cause, of any equipment provided under this agreement, from all liability for any kind of personal injury and/or death and/or damages and property loss to myself and anyone for whom I sign this Release as a result of the acts or omissions of Berkshire East to include, but not limited to negligence, breach of warranty, product defect, the conduct of any other person or any other cause.

I acknowledge that I am freely and expressly assuming and accepting any and all risks of property damage, personal injury, and death for myself and/or my child and anyone for whom I sign this release. I also acknowledge that I am releasing all claims for negligence by Berkshire East.

I accept for use the equipment listed on this form and accept full responsibility for the care of this equipment for the duration of the rental period. I will be charged full value for any equipment not returned. I have made no misrepresentation to Berkshire East and/ or this ski shop/rental facility and have verified this users' weight, height, age and ski ability and that of any child or other person for whom I execute this release. Berkshire East and this ski shop/rental facility provide no warranties express or implied, and this sports equipment being rented is accepted "as is".

I understand that the Alpine ski equipment being furnished forms part or all of a ski-boot binding system which will **NOT RELEASE OR RETAIN** at all times or under all circumstances, and that its use cannot guarantee this users safety or freedom from injury. I further agree and understand that this ski-boot-binding system does **NOT ELIMINATE THE RISK** of injuries to this user's knees or to any other part of this user's body. If snowboard or snowblade equipment is furnished, I understand that system does **NOT RELEASE** at ANY time, and does **NOT REDUCE** the risk of injuries to any part of this user's body.

I understand that the Helmet that I have rented, meets US and/or European standards, but that all accidents are unique and even common low speed accidents can result in serious injury or death. Therefore there is absolutely no guarantee of my safety. Berkshire East and this ski shop/rental facility provide **NO WARRANTIES**, express or implied, and this ski equipment is accepted "as is".

I agree that I understand how the ski/snowboard-boot-binding system or helmet works, and I have been instructed in its proper use. I agree that the binding release/retention setting numbers appearing in the visual indicator windows on the binding correspond to the binding release/retention settings on this form.

I agree it is my responsibility to and that I will check this sports equipment between each use and that I will not ski/ride if any parts are worn, broken or missing. I further agree it is my responsibility and I agree that I will, verify the binding indicators before using equipment provided to me, my child, and/or anyone for whom I execute this form. If the indicators do not match the settings on the rental equipment identification tag, neither I, my child, or anyone for whom I execute this form, will use the equipment until a Berkshire East technician has made the proper adjustment(s), and the adjusted settings have been verified by me.

In consideration of being able to utilize Berkshire East I agree that I will not make any claim nor bring any suit for any damages, injury or death to the participant which results from any inherent risks or other risks including any issues with this sports equipment. This contract may also be pled as an affirmative defense to any claim that I, or anyone on my behalf or because of my injury or death, might make as a result of any damage, injury, and/or death which I, or my child, or anyone for whom I execute this form may sustain as a result of his or her participation in and caused by the inherent or other risks of winter sports. This release shall be read as broadly as allowed at law.

I also agree, that in the event that anyone makes any claims against Berkshire East as a result of the participant's activities on its premises or the use of their facilities, that I will indemnify and hold harmless Berkshire East from such claims. I, for myself and my heirs and assigns hereby acknowledge and accept these risks in order for myself or my child to become a more accomplished skier/rider. I agree that any claim that I may bring against Berkshire East shall be brought in the Superior Court, Berkshire County, Massachusetts or the U.S. District Court for the District of Massachusetts and no other jurisdiction and shall be governed by Massachusetts law. I consent and agree for myself and/or my minor child to be bound by this agreement.

I agree to be bound by the provisions of Mass. G. L., c. 143, §71I – S including, but not limited to §71O and §71P. I agree and acknowledge that Massachusetts law mandates that “no action shall be maintained against a ski area operator for injury to a skier unless notice has been given within ninety days of the incident to the ski area operator” and that “an action to recover for such injury shall be brought within one year of the date of such injury.”

This is a legally binding contract that supersedes all other agreements or representations by Berkshire East. If any terms are deemed unenforceable, all other provisions shall be given full force and effect.

**I ACKNOWLEDGE THAT I AM VOLUNTARILY ENGAGING IN THIS ACTIVITY,
RELEASING BERKSHIRE EAST AND WAIVING LEGAL CLAIMS**

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms. I further assert I have complete authority to execute this document for myself and anyone for whom I am executing this document.

Signature L.S. _____
Date

Print Name

(If participant is under 18, signature of parent/legal guardian is required to sign before the child will be permitted to participate).

Parent/Legal Guardian's Signature L.S. _____
Date

Print Name