

2018/2019 CHILDREN'S PROGRAM ACTIVITIES WAIVER AND RELEASE

READ THIS CAREFULLY: YOU ARE VOLUNTARILY RELEASING BERKSHIRE EAST AND WAIVING LEGAL CLAIMS

I, the undersigned, am over 18 and the parent or legal guardian of each child named below. I have the right to make decisions concerning the care, custody, and control of each child.

All references to "Berkshire East" herein shall include Berkshire East Ski Resort as well as its officers, directors, shareholders, affiliates, agents, and/or employees.

ACKNOWLEDGMENT OF RISKS & HAZARDS: I understand that participating in Children's Program Activities (including the Children's Center, School Programs, and Snowsports School which shall include but not be limited to Mountain Adventurers and Explorers) at Berkshire East is hazardous and includes the risk of injury. I acknowledge that skiing and snowboarding and other Children's Program Activities discussed herein (hereinafter "these activities"), like many other sports, are hazardous and understand that children are regularly and frequently injured in these activities. These activities contain inherent risks including but not limited to the risks of personal injury, death, damages and/or property damage which may be caused by variations in terrain, slope design, or weather conditions, surface or sub-surface snow, ice, bare spots or areas of thin cover, moguls, ruts, bumps, roads, catwalks, other persons using the facilities, rocks, forest growth, debris, branches, trees, roots, stumps or other natural objects or man-made objects such as snowmobiles, snow machines, snow grooming equipment, signs, fence posts and off-trail snowmaking equipment as well as many other hazards, that are incidental to the provision and/or maintenance of Berkshire East. These risks also include but are not limited to improper use or malfunction of equipment: ski and snowboard equipment, aerial adventure park, (cables, trees, platforms, nets, & stairs) children's play equipment, and related equipment used during the children's programs. There are environmental dangers, including severe weather, exposure to cold and heat, allergens, insect bites, bee's stings, and encounters with poisonous plants and wildlife. I understand these activities include walking, hiking, sliding, skiing, and snowboarding on uneven natural and man-made surfaces, all of which include risks of slipping, falling, sliding and collisions, which may occur at high speeds. I understand there are risks of impacting objects or being impacted by objects while participating in these activities. I acknowledge my child is fit enough to participate in these activities. I acknowledge these risks and freely and voluntarily elect to enroll my child in Children's Program Activities at Berkshire East.

ACKNOWLEDGEMENT, RELEASE OF LIABILITY, INDEMNITY & HOLD HARMLESS: I freely and expressly assume and accept the responsibility for my child's participation and all risks of injury or death while participating in these activities and all risks while on Berkshire East premises. **I FOREVER RELEASE AND FULLY DISCHARGE BERKSHIRE EAST FROM ALL LIABILITY** for personal injury and/or death and/or damages and property loss to myself, my family and heirs, 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, the conduct of any other person or any other cause. 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 child's participation in these activities. I further agree to defend, indemnify and hold harmless Berkshire East from any and all claims which are brought by or on behalf of myself and/or my child and which are in any way connected with such use or participation by my child.

MEDICAL DISCLOSURE AND CONSENT TO NECESSARY MEDICAL TREATMENT: I certify that my child is physically fit and has no medical conditions that affect their ability to participate in Children's Program Activities. I will disclose any medical or behavioral issues which my child has. I understand that participants in these activities may not be pregnant or under the influence of drugs or alcohol. I certify that my child meets the age requirements and height and weight restrictions to participate in these activities. Should a medical emergency arise, I realize my child may be far away from emergency rescue and treatment facilities. I give permission to Berkshire East staff to render first aid and/or call upon Emergency Services for my child's well-being.

AUTHORIZATION FOR USE OF IMAGE & COMMENT: I understand that my child may be photographed, video-taped or recorded while at Berkshire East. I hereby release Berkshire East from all claims relating to images and videos of my child, person, and family and agree to grant reproduction and/or publication rights without compensation for all purposes including all uses in traditional print media, electronic rights for existing media and any future forms of the electronic media to Berkshire East for the use of said images and videos. These rights shall be granted without restriction.

PARTICIPANTS UNDER AGE 18: As parent or legal guardian signing this agreement for the named minor(s), I acknowledge and agree that I have read the document, and am signing this document on behalf of the minor. Minors may be asked to sign to acknowledge risk but are not authorized to sign the children's program activities Waiver and Release form without their parent or legal guardian signing on their behalf.

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 child's name, age, weight 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/release 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 claim that I may bring against Berkshire East shall be brought in the Superior Court, Franklin 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 ACKNOWLEDGE THAT THIS RELEASE WILL APPLY FOR EACH AND EVERY TIME I OR MY CHILD PARTICIPATES IN THESE ACTIVITIES AT BERKSHIRE EAST.

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.

Signature of Parent / Guardian: _____

Printed Name: _____ **Date:** _____

Mailing Address: _____

City: _____ **State:** _____ **Zip:** _____

Email Address: _____ **Phone:** _____

Signature of Participant: _____ **Date:** _____

Participant Full Name: _____ **AGE** _____

Additional Special Instructions and Accommodations, and/or Medical Conditions:
