

Berkshire East Ski Resort, LLC.

66 Thunder Mountain Road

Charlemont, MA 01339

ZIPLINE CANOPY TOUR WAIVER & RELEASE

ACKNOWLEDGMENT OF RISKS & HAZARDS: I understand that participating in the zipline canopy tour is a hazardous 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: improper use or malfunction of: zipline cables, support structures or platforms, ski lifts, travel vans, and related equipment used for ziplining. There are 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 is hiking involved 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 there are risks of impacting objects or being impacted by objects while participating in this activity. 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 zipline tour 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 tour. I understand that I cannot participate in this activity if I am pregnant or under the influence of drugs or alcohol. I certify that I meet the age requirements and weight restrictions to participate in this zipline tour. (Base or Mountain Top Tour: age 8+ and weight range of 70-275 lbs. Valley Jump Tour age 12+ and weight range of 100 – 260 lbs.). 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 zip line participants, news reporters, radio or television stations, or Berkshire East Ski Resort, LLC.

PARTICIPANTS UNDER AGE 18: As parent/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. The minor understands the risks of this activity and agrees to the terms of this agreement. Minors under the age of 18 are not authorized to sign the Zipline Canopy Tour Waiver and Release form.

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, 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 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.

By signing this form, I certify that I am over the age of 18 and agree to all terms in the ZIPLINE CANOPY TOUR WAIVER & RELEASE.

➤ **Print Participant's Name:** _____ **Signature :** _____

Email address: _____ Date: _____