

# **BOUSQUET MOUNTAIN**

## **READ THIS CAREFULLY:**

### **YOU ARE VOLUNTARILY ENGAGING IN WINTER SPORTS ACTIVITIES AND WAIVING ALL LEGAL CLAIMS**

**WARNING! Skiing and other in their various forms (including downhill skiing, telemark skiing, alpine touring snowboarding, snow tubing and snowshoeing) involve many risks inherent to winter sports including but not limited to the unevenness and unpredictability of the surface, steep, slippery, uneven conditions, and interaction with machines, equipment and other skiers.**

**ACKNOWLEDGMENT OF RISKS & HAZARDS:** I acknowledge that skiing and snowboarding and other alpine activities allowed by Bousquet Mountain, Berkshire East Ski Area and Catamount Ski Area, like many other sports, are hazardous, requiring the deliberate control and good judgment of the participant. 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 Bousquet Mountain, Berkshire East Ski Area and Catamount Ski Area. I acknowledge that falls, injuries and collisions with other skiers/riders (including uphill traffic) are a common occurrence in these activities. I agree that these risks are both obvious and necessary to these winter sports activities and I freely and voluntarily elect to purchase a season's pass for me and/or my child understanding such inherent risks include serious or fatal injury.

**RELEASE OF LIABILITY:** In consideration of being able to utilize Bousquet Mountain in Pittsfield, Massachusetts, Berkshire East Ski Area in Charlemont, Massachusetts and Catamount Ski Area in South Egremont, Massachusetts and Hillsdale and Copake, New York, I FOREVER RELEASE AND FULLY DISCHARGE, BLUE CHAIR PROPERTIES, LLC, a Massachusetts limited liability company and FRESH POWDER, LLC, a Massachusetts limited liability company, d/b/a Bousquet Mountain BERKSHIRE EAST SKI RESORT, LLC, a Massachusetts limited liability company and CATAMOUNT SKI RESORT, LLC, a Massachusetts limited liability company, and all of their subsidiaries and affiliates, and any and all of their agents, servants, successors, heirs, personal representatives, administrators and all other persons, employees, corporations, subsidiaries, affiliates, firms, predecessors and successors in interest (collectively, the "SKI AREAS") from all liability for personal injury and/or death and/or damages and property loss to myself, my child if applicable, and anyone for whom I sign this Release (together, the "Participant") as a result of the acts or omissions of the SKI AREAS including, but not limited to negligence, breach of warranty, product defect, loss, damage or theft of personal property, the conduct of any other person and any other cause.

**COVENANT NOT TO SUE:** In consideration of being able to utilize the SKI AREAS 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, as I have agreed they are defined herein. 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 may sustain as a result of his or her participation in and caused by the inherent or other risks of winter sports. This release and covenant not to sue shall be read as broadly as allowed at law.

**INDEMNITY AND HOLD HARMLESS:** I also agree, that in the event that anyone makes any claims against the SKI AREAS or any of its affiliates, officers; directors, shareholders, agents, and/or employees, as a result of the participant's activities on its premises or the use of their facilities, that I will indemnify and hold harmless the SKI AREAS from such claims. I, for myself and my heirs and assigns hereby acknowledge and accept these risks for myself or my child. If I have executed this Release for another person, I represent that I have complete authority and

will indemnify and hold the SKI AREAS harmless from any claims (including attorney's fees incurred) that the Release was not properly executed by or on behalf of the Participant.

**MEDICAL DISCLOSURE AND CONSENT TO NECESSARY MEDICAL TREATMENT:** I certify I am (or that my child is) physically fit and has no medical conditions that affect the ability to participate in snow sports activities. Should a medical emergency arise, I give permission to the SKI AREAS to render first aid and/or call upon Emergency Services.

**AUTHORIZATION FOR USE OF IMAGE & COMMENT:** Furthermore, I do hereby release, the SKI AREAS, from all claims relating to images and videos of my person, family, and dependents and agree to grant reproduction and/or publication rights without compensation for any and all purposes to the SKI AREAS for the use of said images and videos. These rights shall include all uses in traditional print media, electronic rights for existing media and any future forms of the electronic media. These rights shall be granted in perpetuity and without restrictions.

**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 I am signing this document on behalf of the minor. Minors may be asked to sign to acknowledge risk.

**ELECTRONIC SIGNATURE:** I recognize that I may accept the terms of this Release electronically and that an electronic or photo copy release will be enforceable as if the document were a signed original. If I have signed electronically, I acknowledge that I was given a full, fair and complete opportunity to read this release prior to accepting its terms, either by viewing a hard copy, viewing it on a computer, tablet or smartphone screen or printing it on my own.

**JURISDICTION AND CHOICE OF LAW:** I agree that any claim that I may bring against the SKI AREAS shall be brought in the Superior Court, Berkshire County or Franklin County, Massachusetts or the U.S. District Court for the Western 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 and I hereby indemnify the SKI AREAS for all awards, legal expenses and settlements arising out of the use of the SKI AREAS.

**APPLICABLE STATUTES.** I agree to be bound by the provisions of Mass. G. L., c. 143, §711 – S including, but not limited to §71O and §71P or NYS Gen. Obligations Law, Article 18, as applicable. 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.”

**USE OF PASS:** I agree to (a) display my pass (season's pass, RFID Card or ticket) as directed when boarding lifts, (b) to present the season's pass to any authorized the SKI AREAS representative upon request, (c) read and obey the guidelines issued under “Your Responsibility Code” and “Smart Style” as found on the SKI AREAS's trail map and on display throughout the SKI AREAS. I understand that any conduct which in the SKI AREAS's opinion violates Mass. G.L. c. 143, §71O and 526 CMR 10.08, “Your Responsibility Code”, “Smart Style” or which qualifies as misconduct on the premises, may result in revocation of your pass without refund. I understand that the season pass may not be used by anyone but the passholder and that it is not transferable. Any misuse of this pass and/or violation of this agreement may result in revocation without refund and employment termination, if applicable. I also understand that if I do not have my RFID Card I will be required to purchase a new RFID Card for a cost of \$5.00.

**UPHILL TRAVEL:** I acknowledge that Uphill travel by me or my child is prohibited unless I have executed the Uphill Travel Release and Waiver.

**OTHER TERMS:** This is a legally binding contract that supersedes all other agreements or representations by the SKI AREAS. If any terms are deemed unenforceable, all other provisions shall be given full force and effect. I ACKNOWLEDGE THAT THIS RELEASE WILL APPLY FOR EACH AND EVERY TIME I OR MY CHILD USES THE SKI AREAS' FACILITIES. 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 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.  
THIS IS A RELEASE OF LEGAL RIGHTS.**

**BY ELECTRONIC SIGNATURE**

**I recognize that I am accepting the terms of this Release electronically for myself or my child and that an electronic or photocopy release will be enforceable as if the document were a signed original.**

**I acknowledge that I was given a full, fair and complete opportunity to read this release prior to accepting its terms, either by viewing a hard copy, viewing it on a computer, tablet or smartphone screen or printing it on my own.**