

**BERKSHIRE EAST SKI RESORT / CATAMOUNT SKI RESORT**  
**WINTER ACTIVITY WAIVER AND RELEASE**  
**YOU ARE VOLUNTARILY ENGAGING IN WINTER SPORTS ACTIVITIES**  
**AND WAIVING ALL LEGAL CLAIMS**

**WARNING! Skiing in its various forms (including downhill skiing, telemark skiing, alpine touring, uphill travel, snowboarding), and snow tubing and snowshoeing involves many risks inherent 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 Berkshire East Ski Resort and Catamount Ski Resort, specifically including uphill travel, 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 Berkshire East Ski Resort and Catamount Ski Resort. Closed trails and terrain parks may not be marked or signed from the bottom, top, or other access points on the trail. Trails are designed for use by skiers and riders and any form of downhill descent other than skis or snowboard is prohibited with the exception of snowshoeing down Thunder Trail at Berkshire East. Sledding or sliding in any form is prohibited (except during the annual "Cardboard Classic" event). 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 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 Berkshire East Ski Resort in Charlemont, Massachusetts and Catamount Ski Resort in South Egremont, Massachusetts and Hillsdale and Copake, New York, I FOREVER RELEASE AND FULLY DISCHARGE, 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 AREA RELEASED PARTIES") 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 AREA RELEASED PARTIES 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 Berkshire East Ski Resort and/or Catamount Ski Resort, 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 AREA RELEASED PARTIES 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 AREA RELEASED PARTIES 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 AREA RELEASED PARTIES harmless from any claims (including attorney's fees incurred) that the Release was not properly executed by or on behalf of the Participant.

**UPHILL TRAVEL:** Access to Berkshire East Ski Resort and/or Catamount Ski Resort trails is at your own risk. Uphill travel is only permitted on designated travel routes and during operational hours. Guests accessing the trail system through uphill travel must stay to the side of the trail, wear visible clothing and choose a route that gives downhill traffic the best view of your location. Be aware of sharp turns and knolls where you may not be in view of downhill traffic. Mountain operations take place AT ALL TIMES. This includes grooming, snowmaking, transportation of materials and personnel, and other activities. STAY AWAY from all resort operations and machinery. Operators' vision in machinery can be obstructed by blowing snow and significant-blind spots from within the machinery. The undersigned accepts responsibility for making their presence known to mountain operation personnel. Guests accessing the Berkshire East and/or Catamount trail system must adhere to Your Responsibility Code and the specific Uphill Travel Policies posted in the ski areas' property and/or on their websites. Your "Uphill Travel" pass must be worn at all times. Dogs are not allowed to accompany our guests while skinning.

**UPHILL ROUTES:** I agree that I will follow designated uphill routes as listed on the ski areas' website and resort signage which may change from time to time. I agree that I will check a snow report before leaving the base area to become informed of closed terrain or trails and to be made aware of any snowmaking, events, or other operations that may be in progress. Uphill travel may be restricted or prohibited at any time. I recognize that uphill routes may not be patrolled. Once the Uphill skier has reached the summit, downhill travel shall occur only on open trails. If the uphill skier is met by the ski patrol doing their sweep, the uphill skier shall descend with the ski patrol.

**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 Berkshire East and/or Catamount ski patrol and other personnel 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 Berkshire East Ski Resort and/or Catamount Ski Resort 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 photocopy 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 AREA RELEASED PARTIES shall be brought in the Superior Court, Berkshire County or 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 consent and agree for myself and/or my minor child to be bound by this agreement and I hereby indemnify the SKI AREA RELEASED PARTIES for all awards, legal expenses and settlements arising out of the use of the Berkshire East Ski Resort and/or Catamount Ski Resort.

**APPLICABLE STATUTES.** I agree to be bound by the provisions of Mass. G. L., c. 143, §71I – 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, (b) to present the season’s pass to any authorized the ski resort representative upon request, (c) read and obey the guidelines issued under “Your Responsibility Code” and “Smart Style” as found on the ski area’s trail map and on display throughout the SKI AREAS. I understand that any conduct which in the ski area’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 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.

**OTHER TERMS:** This is a legally binding contract that supersedes all other agreements or representations by Berkshire East Ski Resort and/or Catamount Ski Resort and is enforceable until revoked in writing. 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 accurately reported my child’s name, age, weight and/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 Agreement is executed under seal on the date noted below.

Participant Signature	Parent / Guardian Signature Or Emergency Contact (no signature required)	Participant Age:
Print Name	Print Name	
Address:	Address:	Email Address(es):
Date:	Tel No.	

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