

Bousquet

(Release from Liability Indemnification and Covenant Not to Sue)

This release form must be fully signed where indicated prior to the use of Bousquet's facilities. Participants under 18 years of age must have release signed by a parent or legal guardian. By signing this agreement, you give up your right to bring a court action to recover compensation or obtain any other remedy for any injury to yourself or for your death however caused arising out of your use of any of the facilities or equipment of Bousquet and participation in recreational activities at Bousquet now or at any time in the future.

Acknowledgment of Hazards of Activities: I acknowledge that the activities offered at Bousquet (the "Bousquet Activities") are hazardous and participation in these activities may result in serious personal injury or death. These activities include, *but are not limited to:* Zip Line ride, Deval karts, chairlift rides; mountain biking; hiking; water slides; pools; climbing wall; go-carts, Bounce House, bungee trampoline, skiing, snowboarding, and any and all related activities. The undersigned represents and warrants that the participant is in good health, is not pregnant, and has no serious existing medical conditions or mental conditions which could put him or her at greater risk for injury, and meets all of the height, weight and physical ability limitations posted for each activity.

Waiver and Release of Liability and Indemnity Agreement: I do hereby release and forever discharge Tamarack Ski Corporation, a Massachusetts corporation doing business as Play Bousquet and Bousquet Ski Area and the Tamarack Ski Nominee Trust, Tamarack Ski General Partnership and their agents, servants and employees, volunteers and any one else acting on their behalf ("Bousquet"), of and from any and all liabilities and claims of whatever nature resulting from personal injury, death or loss of personal property arising out of or in any way related to my use (or my child's use) of Bousquet's facilities or participation in the Bousquet Activities. I do further agree to indemnify and hold harmless Bousquet from all liabilities, claims and costs (including reasonable attorney's fees and expenses) of whatsoever nature arising out of or relating to the foregoing. I do accept full responsibility for any injury, death, or property damage caused to another person or persons because of my actions and I agree to INDEMNIFY and HOLD HARMLESS Bousquet from any and all causes of action, claims, demands, losses, or costs of any nature whatever arising out of or in any way relating to my use (or my child's use) of Bousquet's facilities or participation in the Bousquet Activities.

Consent to necessary medical treatment: I give permission to Bousquet to render first aid and/or call upon Emergency Medical Services, if needed for the participant's well-being.

Authorization for use of Image and Comment: I hereby authorize Bousquet to use the participant's image and/or comments for marketing purposes.

Jurisdiction: The substantive laws of the Commonwealth of Massachusetts shall govern this release. Jurisdiction will be Berkshire County, Massachusetts; venue will be Berkshire County, Massachusetts. If for any reason, any provision(s) of this release is determined to be in any respect invalid, illegal or otherwise unenforceable, such a determination shall not nullify, invalidate or otherwise impair any other provision(s) of this release. In order to prevent the invalidity of such provision(s), said provision(s) should be deemed automatically amended in any respect(s) as may be necessary to conform this release to the applicable provision(s) of law or public policy.

EXECUTED as a contract under seal as of the date noted below:

Signature: _____ Date: _____

Parent/Guardian: _____ Date: _____

(if under 18 years of age)

PLEASE PRINT BELOW:

Name: _____ Date of Birth: _____

Address: _____

City: _____ State: _____ Zip: _____