

# Ski Butternut<sup>1</sup> Snow Tubing Waiver and Release of Liability



## PLEASE READ CAREFULLY BEFORE SIGNING.

I acknowledge that engaging in Snow Tubing at **Ski Butternut** to include traveling to and from the Snow Tubing area, crossing snow surfaces, riding the tubing lift, and other alpine activities (hereinafter collectively “**Tubing**”), like many other sports, is hazardous. **Tubing** contains inherent risks including, but not limited to, the risks of personal injury, death, damages and property damage which may be caused by loading, riding, falling from, and unloading from lifts, variations in terrain, tubing park design, weather conditions, surface or sub-surface snow, ice, bare spots or areas of thin cover, moguls, jumps, 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 on and off trail snowmaking equipment as well as many other hazards, that are incidental to the provision and/or maintenance of **Ski Butternut**. I acknowledge these risks and that falls, injuries and collisions with other Tubing Participants/Registrants may occur in **Tubing**.

In consideration of being able to utilize **Ski Butternut** facilities and as a condition of using the **Tubing** facilities at **Ski Butternut**, on behalf of myself, the Registrant, and our heirs, assigns, personal representatives and next of kin, (1) I acknowledge that participation in **Tubing** carries inherent risks including, but not limited to, those set forth herein and I voluntarily assume those risks, and (2) I **FOREVER RELEASE, DISCHARGE, AND HOLD HARMLESS SKI BUTTERNUT AS WELL AS ITS OFFICERS, OFFICIALS, DIRECTORS, SHAREHOLDERS, AFFILIATES, AGENTS, REPRESENTATIVES, AFFILIATED COMPANIES, AND EMPLOYEES** from **ALL CLAIMS**, liability, loss, damage, costs, and/or causes of action, including all claims of negligence. This release further applies to all claims arising prior to execution of this release, including, but not limited to, injury, disability, death, or loss or damage to person or property related in any way to the use of **Ski Butternut** by myself and the Registrant, whether arising from the negligence of **Ski Butternut** or conditions on or about the premises and facilities, or the operations of the ski area, including, but not limited to, participation in **Tubing**, grooming, snowmaking, equipment setting, lift operations and maintenance.

I accept and assume full responsibility for any and all such damage or injury of any kind which may result from my participation or that of the Registrant, in **Tubing**. I further agree to defend and indemnify **Ski Butternut** for any loss or damage, including any that results from claims or lawsuits for personal injury, death and property loss and damage related in any way to the use of **Ski Butternut** and participation in **Tubing** by myself and/or the Registrant.

I further agree and acknowledge that falls from lifts do occur, and such falls are an inherent risk to riding such lifts and therefore inherent to **Tubing**.

I willingly agree to comply with the stated and customary terms and conditions for participation in **Tubing**. I agree to read, understand, follow, or ask for explanations of all the rules, policies, and tubing responsibility codes that are posted at the tubing area. I understand that I can ask for and receive instructions on the use of the tubing slope, tubing lift, tubes, and other associated equipment. If I observe any unusual, significant hazard I will remove myself from participation and bring such to the attention of the nearest official immediately.

I agree this waiver and release of **ALL CLAIMS** shall be in effect for the entirety of the 2023/2024 **Tubing** season and is effective from the date of signing until the closing of **Ski Butternut** for the season. This waiver and release of **ALL CLAIMS** shall be in full force and effect during each visit to **Ski Butternut** to include, but not limited to, those times that I and/or the Registrant identified herein, visits **Ski Butternut** during the 2023/2024 **Tubing** season.

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<sup>1</sup> **Ski Butternut** herein shall include **Butternut Basin, Inc., I.E., Inc., and Ski Butternut**.

The validity, effect and operation of this Release of Liability shall be determined by the laws of the Commonwealth of Massachusetts without regard to choice of law or conflict of law rules. All claims and lawsuits of every kind against **Ski Butternut** in connection with the use and/or operations of **Ski Butternut** shall be filed and resolved in the Courts of the Commonwealth of Massachusetts sitting in Berkshire County and no other Court or tribunal, and each party irrevocably consents and submits to the exclusive jurisdiction of such courts, giving up all rights to proceed or defend in any other court or forum, and waive the right to claim that such courts are in an inconvenient forum in connection with any litigation arising out of this Agreement.

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any other breach of that or any other provision hereof.

If any provision of this Agreement shall be deemed invalid or unenforceable, the balance of this Agreement shall remain in effect, and if any provision shall be deemed inapplicable to any person or circumstances, it shall nevertheless be construed to apply to all other persons and circumstances.

I, being a Tubing Participant (“Registrant”) and/or the parent or guardian of the below-named minor(s), have read, understand, and approve this release and fully understand its terms and understand that I have given up substantial rights by signing it. Furthermore, I have signed it freely and voluntarily without any inducement, assurance, guarantee, or warranty, expressed or implied, being made to me and realize it is binding upon myself, my heirs and assigns, and in the event that I am signing it on behalf of any minors, I have full authority to do so, realizing its binding effect on them as well as myself, and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed 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 am releasing Ski Butternut from all claims.**

PLEASE PRINT CLEARLY Adult Full Name: \_\_\_\_\_

SIGNATURE of Registrant: \_\_\_\_\_ Date: \_\_\_\_\_

| TUBING PARTICIPANTS/REGISTRANTS |           |     |
|---------------------------------|-----------|-----|
| First Name                      | Last Name | Age |
|                                 |           |     |
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**Parent’s or Guardian’s Additional Indemnification (Must be completed for participants under age 18)** In consideration of the participating minor(s) (“Registrant”) being permitted by **Ski Butternut** to participate in **Tubing** to use its equipment and facilities. I further agree to indemnify and hold harmless **Ski Butternut** from any and all claims which are brought by or on behalf of Minor and which are in any way connected with such use of participation by Registrant.

Signature of Parent/Guardian: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_