



Berkshire Hills Regional School District

22/23 STUDENT & FAMILY SEASON PASS APPLICATION

This program is neither sponsored nor endorsed by the Berkshire Hills Regional School District

Please mail, email or fax application to SKI BUTTERNUT by **April 30th, 2022** - needed info is at bottom of page

Please print legibly: _____ Student's School & Grade _____ Student's Homeroom Teacher

Student Name: _____

Mailing Address: _____

Home Phone: _____ Parent Cell Phone: _____

Email Address: _____

Ski Butternut welcomes the Students at Berkshire Hills and their immediate family members to ski with us for the **22/23 WINTER** at great, affordable prices! To be eligible for these rates, the student (and any siblings) must be enrolled in one of the following districts: BHRSD, SBRSD or at BCD. Please include the students school & grade on the application. In addition, we are offering special Season Pass Pricing to their immediate family members!

Please complete this application and submit to us by the **April 30th deadline*** to lock in the best prices.
***For the last 2 years we have sold out of Season Passes & expect the same will happen this year. Please know quantities are limited & only available while supplies last!**

22/23 Season Passes

Prices through 4/30/22

While supplies last *

22/23 Season Passes

May 1st - Aug 31st

While supplies last *

NEW 22/23 Midweek

Season Pass

Valid Monday-Friday Non-Holiday

Prices valid through August 31st

STUDENT (ages 7-17) \$339.00
 Adult (ages 14+) \$439.00
 Junior (ages 7-13) \$389.00
 Child (ages 6 & younger) \$229.00

STUDENT n/a
 Adult (ages 14+) \$549.00
 Junior (ages 7-13) \$499
 Child (ages 6 & younger) \$339.00

Adult (ages 14+) \$249.00
 Junior (ages 7-13) \$249.00
 Child (ages 6 & younger) \$199.00

Student & Immediate Family

Members:

Date of Birth:

Pass Type

Price \$

Total \$

Members:	<u>Date of Birth:</u>	<u>Pass Type</u>	<u>Price \$</u>	<u>Total \$</u>

X _____ **Total Due:** _____

Print Cardholder Name
Credit Card #: _____ Exp Date: _____ 3/4 digit code: _____ Check #: _____

Please see reverse side for our Terms, Release from Liability & required signatures

SEASON PASS AGREEMENT AND WAIVER



2022/2023

READ THIS CAREFULLY:
YOU ARE VOLUNTARILY ENGAGING IN THIS ACTIVITY, RELEASING SKI BUTTERNUT¹ AND WAIVING LEGAL CLAIMS

WARNING! Skiing in its various forms (including downhill skiing, telemarking, alpine touring and snowboarding), involves many risks inherent to the sport of skiing including, but not limited to the unevenness and unpredictability of the surface, steep, slippery, uneven conditions, loading, unloading, and falls from lifts, and interaction with machines, equipment and other skiers.

I acknowledge that skiing and snowboarding and other alpine activities (herein "Activities"), 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 loading, riding, falling from, and unloading from ski lifts/chairlifts, variations in terrain, slope 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 that falls, injuries and collisions with other skiers/riders are a common occurrence in these activities.

In consideration of being able to utilize **Ski Butternut** facilities, on behalf of myself, any others for whom I execute this release, and our heirs, assigns, personal representatives and next of kin, (1) I acknowledge that participation in these Activities carries with it inherent risks including, but not limited to, those set forth herein and I voluntarily assume those risks, and (2) I **FOREVER RELEASE AND FULLY DISCHARGE Ski Butternut** with respect to any and all liability, loss, damage, costs, claims, and/or causes of action (including those of which I am not aware and those not mentioned in this release. 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 anyone for whom I execute this release 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, ski instruction, grooming, snowmaking, equipment setting, lift operations and maintenance.

In consideration of being able to utilize **Ski Butternut**, I agree 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 as I have agreed they are defined herein, and all other risks. I also agree that in the event that anyone makes any claims against **Ski Butternut**, as a result of my activities or the activities of those for whom I execute this release, on its premises or the use of their facilities, that I will indemnify and hold harmless **Ski Butternut** from such claims.

¹ **Ski Butternut herein shall include Butternut Basin, Inc., I.E., Inc., Ski Butternut, as well as its officers, officials, directors, shareholders, affiliates, agents, representatives, affiliated companies, and employees.**

Furthermore, I do hereby release **Ski Butternut** from all claims relating to images and videos of my person, family, and dependents and grant reproduction and/or publication rights without compensation for any and all purposes to **Ski Butternut** for the use of said images and videos.

I acknowledge **Ski Butternut** does not guarantee length of season, number of days open for operations, or the amount, quality, or sufficiency of snow surface. I acknowledge the ski season may be interrupted for many reasons including, but not limited to, acts of God, weather, economic feasibility, disease, illness, sickness and other reasons. I agree to waive all claims related thereto.

I agree I am bound by G. L., c. 143, §71I – S including, but not limited to §71O and §71P. I acknowledge Massachusetts law mandates “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 “an action to recover for such injury shall be brought within one year of the date of such injury.”

I further agree to the following:

1. **SEASON PASS USAGE:** May only be used by Passholder. Transfer, or the attempt to transfer will result in revocation of the pass without refund, and is punishable under MA THEFT OF SERVICES LAW. If, in the event of a transfer, use by another person, or any other act which in management's opinion constitutes misconduct or misuse of the facilities, management may revoke the season pass without refund. The season pass must be presented to any authorized Butternut representative upon request. **Pass must be in the left side pocket of jacket or pants to be scanned at the lift entrance.**
2. **LOST:** Report season pass loss to Main Office immediately. \$5.00 fee will be charged for season pass replacement.
3. **REFUND POLICY:** There are no refunds on any products for any reason.
4. **EXPIRATION:** 22/23 Season Passes expire on the last day of the 22/23 season as determined by management.

I agree to (a) display this season pass as directed when boarding lifts, (b) to present the season pass to any authorized **Ski Butternut** representative upon request, (c) read and obey the guidelines issued under “Your Responsibility Code” as found on **Ski Butternut**’s trail map and on display throughout **Ski Butternut**. I understand that any conduct which in **Ski Butternut**’s opinion violates Mass. G.L. c. 143, §71O and 526 CMR 10.08, “Your Responsibility Code”, or which qualifies as misconduct on the premises, may result in revocation of this pass without refund. Any misuse of this pass and/or violation of this agreement may result in revocation without refund and employment termination, if applicable.

In consideration of being allowed to participate in any or all of the services and activities, I acknowledge and agree that: (1) Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and, (2) Participant for myself, and/or on behalf of my spouse, and minor child(ren)/ward(s) KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and, (3) agree to comply with the stated and customary terms and conditions for participation with respect to protection against infectious diseases and if I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest management employee immediately; and (4) that I, as parent/guardian, with legal responsibility for any minor participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against infectious diseases; and, (5) I, for myself and/or on behalf of my spouse, and minor child(ren)/ward(s) as well as on behalf of my heirs, assigns, personal representatives and next

of kin, HEREBY RELEASE AND HOLD HARMLESS **Ski Butternut** its officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, owners, parent companies, affiliated entities and lessors of premises ("RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I sign this release both individually and as parent/Guardian with legal authority and responsibility for any others named on this release. I sign it freely realizing it is binding upon myself, my heirs and assigns and any others listed on this release. I consent and agree to the use of **Ski Butternut** by anyone for whom I execute this release. I certify that each person whose name appears on this release is in good physical condition and I am aware of nothing that shall render such person incapable of participating in the Activities in accordance with the rules set forth herein as well as G.L. c. 143, §71I through 71R, inclusive and 526 CMR 10.08, "Your Responsibility Code", "Smart Style". In case of personal injury during, before or after participation in this program, I hereby consent to treatment of every person whose name appears on this release by a medical doctor or member of **Ski Butternut Ski Patrol**.

This release shall be read as broadly as allowed at law. This is a legally binding contract that supersedes all other agreements or representations by **Ski Butternut**. Should any provision herein be held unenforceable, all other terms and conditions shall remain in full force and effect.

I agree this contract may also be pled as an affirmative defense to and immediately admissible in 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 anyone for whom I execute this release, may sustain as a result of their participation in the Activities. I agree any claim I, or anyone on my behalf, may bring against **Ski Butternut** shall be brought in Berkshire County, Massachusetts or the U.S. District Court for the District of Massachusetts and no other jurisdiction and shall be governed by Massachusetts law.

SKIING IS DANGEROUS. I ACKNOWLEDGE THAT I AM VOLUNTARILY ENGAGING IN THIS ACTIVITY, RELEASING SKI BUTTERNUT, AND WAIVING LEGAL CLAIMS

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.

Signature

Date

Print Name

(If participant is under 18 and/or under the legal care of a guardian, signature of parent/legal guardian is required to sign before said participant will be permitted to participate).

Parent/Legal Guardian's Signature

Date

Print Name