

WAIVER AND RELEASE OF LIABILITY

NOTE: THIS FORM MUST BE READ AND SIGNED UNALTERED BEFORE THE PARTICIPANT IS PERMITTED TO TAKE PART IN ANY FUNCTION – BY SIGNING THIS AGREEMENT, THE PARTICIPANT AFFIRMS HAVING READ AND UNDERSTOOD IT AND IS IN AGREEMENT WITH ITS CONTENTS.

In consideration of my involvement in the activities under the auspices of Berkshire Mountain Pickleball (“BMP”), a voluntary association with an address of P.O. Box 66, Dalton, MA 01227, I acknowledge, appreciate and agree that:

1. I risk bodily injury, including paralysis, dismemberment, disability and death, and this risk of injury, as well as the risk of damage to or loss of property, does exist.
2. I knowingly and freely assume all such risks; both known and unknown, even if arising from the negligence of the Releasees (as described below) or others
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual or unnecessary hazard during my presence or participation, I will bring such to the attention of the nearest BMP representative immediately; and,
4. I, for myself, and on behalf of my heirs, assignees, personal representatives, and next of kin, hereby release, hold harmless and promise not to sue BMP, its Steering Committee, officers, staff, coaches, instructors, volunteers, members, sponsors, facility providers and the like, and/or their agents (collectively “the Releasees”) with respect to any and all injury and/or loss arising from my participation in the activities under the auspices of BMP, whether caused by the negligence of the Releasees or otherwise, except that which is the result of the gross negligence or wanton or intentionally injurious misconduct of the Releasees, to the fullest extent permitted by the laws of Massachusetts. The laws of Massachusetts, exclusive of its choice of law rules, shall apply to this waiver and release of liability agreement.

I have read this Release of Liability and Waiver Agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.

Participants Signature _____
Participants Name (printed) _____ Date _____

FOR PARTICIPANTS OF MINORITY AGE

This is to certify that I/we as parent(s)/guardian(s) with legal responsibility for this participant, do consent and agree not only to the foregoing release on his/her behalf, but also for myself/ourselves, and my/our heirs, assignees and next of kin to release and indemnify the Releasees from any and all Liability incident to my/our minor child’s involvement as stated above, even if arising from the negligence of the Releasees, to the fullest extent permitted by the laws of Massachusetts. The laws of Massachusetts, exclusive to its choice of law rules, shall apply to this Waiver and Release of Liability Agreement.

Parent’s/Legal Guardian’s Signature _____
Parent’s/Legal Guardian’s Name (please print) _____
Date _____