

## **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, including pickleball games, open play, tournaments, clinics, lessons, instructional sessions, demonstrations, drills, practices, social events and other activities organized, sponsored, conducted, promoted or facilitated by BMP, including formal or informal instruction provided by BMP members, instructors or volunteers, whether or not any fee is charged for such instruction (collectively, “BMP Activities”), 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. Such risks include, without limitation, falls, slips and trips; rapid changes in direction; overexertion; collisions or other contact with players, spectators, nets, fences or other persons or objects; being struck by balls, paddles or other equipment; court and playing-surface conditions; weather conditions; equipment failure; and risks associated with drills, lessons, coaching and instruction.
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. I am responsible for determining whether I am physically capable of safely participating in BMP Activities, for not participating when I am unable to do so safely, and for informing any instructor of any limitation relevant to my participation. If I observe any unusual or unnecessary hazard during my presence or participation, I will bring such hazard to the attention of the nearest BMP representative immediately.
4. I, for myself and on behalf of my heirs, assignees, personal representatives, and next of kin, hereby release, waive and discharge, and promise not to sue, BMP; its Steering Committee; its current and former Steering Committee members, organizers, coordinators, coaches, instructors and volunteers; its members while acting on behalf of BMP; its agents and representatives; and the owners, operators, lessors and licensors of facilities at which BMP Activities are conducted, together with their respective officers, directors, employees, agents and representatives (collectively, the “Releasees”), with respect to any injury and loss arising from my participation in BMP Activities, whether caused by the negligence of any of the Releasees or otherwise, including, without limitation, claims arising from negligent instruction, coaching, supervision, organization or conduct of BMP Activities; negligent selection or supervision of instructors or volunteers; or negligent inspection, maintenance or use of facilities or equipment. This release does not apply to liability that cannot lawfully be released, including liability resulting from gross negligence, reckless conduct, willful or wanton misconduct, or intentional misconduct. This release shall apply 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.
5. I authorize BMP representatives to obtain or provide reasonable emergency assistance if they believe it appropriate, but understand that BMP and its volunteers do not undertake any obligation to provide medical care or to determine my medical fitness to participate in BMP Activities.
6. If any provision of this Waiver and Release of Liability is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect to the fullest extent permitted by law.
7. This Waiver and Release of Liability applies to all BMP Activities in which I participate for the duration of my BMP membership.

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

Participant's Signature \_\_\_\_\_

Participant's Name (printed) \_\_\_\_\_

Date \_\_\_\_\_