

Berkshire Rafting LLC.
PARTICIPANT AGREEMENT, RELEASE OF ALL CLAIMS, AND ACKNOWLEDGMENT OF RISK

Read This Entire Document

In consideration for Berkshire Rafting, LLC., Berkshire East, LLC, the Schaefer Family, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as “**Berkshire Whitewater**”) providing me services and/or equipment to enable me to participate in whitewater/scenic rafting I hereby agree to fully and completely release and discharge from all liability, losses, claims, damages, and expenses, Berkshire Whitewater on behalf of myself, my children, my parents, my heirs, assigns, personal representatives, and estate as follows:

1. I acknowledge that I am embarking upon a whitewater/scenic rafting experience. Rafting, including use of single and double passenger sit-on top kayaks, inflatable kayaks and/or stand-up paddle boards, (hereinafter “Whitewater Crafts”) involves transportation to/from the water, walking/hiking, and rafting. All rafting experiences involve known, unknown, and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand such risks are inherent and common to the rafting experience upon which I am embarking. I recognize these risks, and release and discharge Berkshire Whitewater from all claims.

Water is unpredictable and ever changing. Swift moving currents and whitewater rapids will be encountered. I will be bumped, bounced, and shaken. I may be struck by other passengers, paddles, and/or other objects. Whitewater Crafts do capsize. I may be washed overboard (into the water). Accidents can occur getting on and off Whitewater Crafts. I will be exposed to the natural elements, which can be uncomfortable and/or harmful, including but not limited to, sunburn, dehydration, heat exhaustion, heat stroke, heat cramps, and hypothermia. I fully understand death and accidental drowning, while uncommon, are inherent risks of my participation. I also acknowledge there are other dangers in whitewater rafting not specifically listed herein. I acknowledge I am voluntarily embarking upon this experience, recognize these risks, and release and discharge Berkshire Whitewater from all claims.

The guides and staff employed by Berkshire Whitewater have difficult jobs to perform and are not infallible. They must make quick decisions in high stress and complex situations. The judgment of guides, guests, the public, or myself may be impaired by the nature of the situations encountered. I understand that guides may misjudge a participant’s fitness, weather, elements, river route, river conditions, the terrain and/or other unknown items. I again acknowledge I am voluntarily embarking upon this experience, recognize these risks, and release and discharge Berkshire Whitewater to include, but not limited to, the negligence of Berkshire Whitewater.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate with full knowledge and understanding of these risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Berkshire Whitewater from any and all liability, claims, demands, or causes of action including but not limited to claims for bodily injury, which are in any way connected with my participation in this activity or my use of Berkshire Whitewater equipment or facilities, including any such claims which allege negligent acts or omissions of Berkshire Whitewater.

4. I hereby grant permission to Berkshire Whitewater to make and use for promotion or other purposes, photographic records without recourse or compensation to me.

5. Should Berkshire Whitewater or anyone acting on their behalf be required to incur attorney’s fees and costs to enforce this Agreement, I agree to indemnify and hold them harmless for all such fees and costs.

6. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating or I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my and others’ safety in this activity.

7. I agree that the Commonwealth of Massachusetts has exclusive jurisdiction over all claims I make or is made on my behalf against Berkshire Whitewater, that every claim/suit against Berkshire Whitewater shall be commenced in Massachusetts, and Massachusetts law shall apply in any claim/suit brought against Berkshire Whitewater regardless of any conflict of laws rules of any other jurisdiction.

8. Should any term, part, or provision of this document be determined to be unenforceable, I acknowledge and agree that the remainder of the document shall remain in full force and effect.

You must SIGN AGREEMENT on backside of this page

By signing this document, I acknowledge that if I or anyone else is hurt or property is damaged during my participation in this activity, I have waived my right to maintain a lawsuit against Berkshire Whitewater.

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 Berkshire Whitewater from all claims.

Full Name: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

Email Address: _____ Phone Number: _____

Signature of Participant: _____ Date: _____

Parent's or Guardian's Additional Indemnification (Must be completed for participants under age 18)

In consideration of _____ (print minors name) ("Minor") being permitted by Berkshire Whitewater to participate in its activities to use its equipment and facilities. I further agree to indemnify and hold harmless Berkshire Whitewater 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 minor.

Signature of Parent/Guardian: _____

Printed Name: _____ Date: _____