

CONTRACT NAME: AGREEMENT BETWEEN SUGAR BOWL CORPORATION AND DAVIS JOINT UNIFIED SCHOOL DISTRICT

BRIEF DESCRIPTION OF CONTRACT: The agreement allows the 65 Davis Senior High School Ski Team athletes use of the Sugar Bowl ski resort facilities for team trainings and races for the 2018-2019 season.

FISCAL IMPACT: The DSHS Ski Team budget covers the \$4,500 cost of this agreement.

**Site Use Agreement
Ski and Snowboard Training and Racing**

This Site Use Agreement is entered on November 1, 2018 , by and between Davis Joint Unified School District - Davis High School Ski Team ("Team") and Sugar Bowl Corporation, a California corporation ("Sugar Bowl").

It is hereby agreed that Sugar Bowl will allow Team's coaches and athletes to use Sugar Bowl's premises to train for and race in ski- and snowboard-related events, and all associated activities and use of the premises of Sugar Bowl (the "Activity").

Sugar Bowl agrees to allow Team to conduct the Activity in designated areas under the terms set forth herein, in exchange for Team's payment to Sugar Bowl of \$450 per day and \$275 per half-day for lane fees. Team will receive one comp seasons pass per 10 purchased athlete passes to be used by the individual coach only.

In consideration for such access, Team agrees as follows:

1. Each Team athlete, coach, employee, agent, or members will purchase a season pass or day lift ticket valid for the date(s) he or she uses Sugar Bowl's premises for the Activity.
2. Team shall be permitted to use only those portions of the resort or mountain designated by Sugar Bowl (the "Designated Premises"). Sugar Bowl does not guarantee or warrant that any particularly designated location(s) will be appropriate for the Activity or for any team, athlete, or participant.
3. Each of the Team's coaches will read, sign, and follow the Sugar Bowl & Sugar Bowl Ski Team Academy (SBSTA) Race Course Safety Protocol, attached as Exhibit A.
4. Team is solely responsible for all aspects of the Activity, including course setting, terrain selection within the Designated Premises, and assessing the appropriate nature of terrain for the Activity and for each Team athlete or other participant in the Activity.
5. Team acknowledges and accepts that there may be other concurrent uses of the Designated Premises, including but not limited to the use of the Designated Premises for skiing and snowboarding, race events, motorized vehicle traffic, and for pedestrian or other public access. Sugar Bowl reserves the right to cancel this Agreement upon 30 days' written notice for any reason or no reason. In the event of such cancellation, and except where such termination is caused as a result of a breach by Team of a provision set forth in this Agreement, Team shall be entitled to a return of any daily or half day lane fees paid to Sugar Bowl which are not used within such period.
6. Team warrants that:
 - a. It will utilize the current professional standards in conducting, performing and providing services for the Activity, including but not limited to USSA and FIS standards;
 - b. It will conduct the Activity with athletes', participants', coaches', spectators', and others' personal safety and well-being of primary concern, while recognizing the fact that the Activity has inherent risks;
 - c. It will obtain any permits and comply with all applicable laws, ordinances, rules and regulations affecting the Activity, be they of federal, state, county, local or other origin;
 - d. It will be responsible for its own risk management program which will meet or exceed industry standards for the Activity;
 - e. It will obtain authorization from Sugar Bowl management prior to use of terrain for the Activity;
 - f. All courses will be set by persons who are currently certified to do so and who have successfully completed USSA Level 1 and the USSA Course Setting Course;
 - g. Team athletes, coaches, employees, agents, and members will use proper lift line procedures, be courteous to Sugar Bowl guests and employees, and conduct themselves in a manner where as they are a model and ambassadors for the Activity;

- h. All Team equipment will be stored in a neat and tidy manner as not to impede skier flow in facilities or slopes, and ski racks will be used at-all-times.

7. Team shall maintain the following insurance:

A comprehensive general liability insurance policy including coverage for personal injury in an amount of no less than \$3,000,000 per occurrence and \$5,000,000 aggregate, with no participant exclusions. Team shall name "Sugar Bowl Corporation" as an additional insured on such policy and provide a Certificate of Insurance so indicating on Sugar Bowl's request, and in any event no later than the commencement of the Activity. Team's insurance shall be Primary and Non-Contributory in the event of any loss or claim and include a waiver of subrogation in favor of Sugar Bowl. The Certificate of Insurance shall indicate that the policy shall not be cancelled, modified or amended without 10-day advanced notice in writing by Team to Sugar Bowl.

8. Team hereby agrees to defend, indemnify, release, and hold harmless Sugar Bowl, its owners, officers, shareholders, directors, employees, representatives and agents against any and all claims or actions arising out of or relating to the Activity, including claims for personal injury, death, and/or property loss or damage arising from or related to the Activity, and for costs or attorneys' fees associated with such claims or lawsuits. Team agrees that in no event will Sugar Bowl be liable to Team or anyone else for general, special, incidental, or consequential damages of any kind arising from or related to the Activity or this Agreement.

9. Team shall be solely responsible to require its athletes, coaches, employees, agents, members and guests to sign a release of liability approved by Sugar Bowl, attached as Exhibit B, prior to engaging in the Activity or entering the premises, and agrees to defend, indemnify, release, and hold harmless Sugar Bowl from any losses associated with its failure to do so, as more fully set forth in paragraph 8.

10. Team hereby represents and warrants that the person signing below has full power and authority to enter into this Agreement and to perform its obligations hereunder, and that it has obtained all permits, licenses, and other governmental authorization and approvals required for its performance under this Agreement.

11. Team, for itself, its coaches, athletes, members, and guests, acknowledges that Sugar Bowl and other participants may photograph or videotape the Activity and facilities, and agrees that Sugar Bowl may use these recordings in any way including, but not limited to, for marketing purposes and as evidence in any litigation, without restriction and without compensation.

12. The parties understand and agree that this Agreement is severable and if any clause is found to be invalid, the offending clause will be stricken and the balance of the Agreement will remain in effect, valid, and enforceable. The parties agree that any action arising from or related to this Agreement will be brought in the courts of Placer County, California, and any such disputes will be subject to and determined under the laws of the State of California.

Sugar Bowl Corporation:

Greg Dallas, President and CEO

Date: _____

Davis Joint Unified School District

Bruce Colby, Chief Business Officer

Date: _____

Exhibit A

SB-SBSTA Race Course Safety Protocol

This protocol covers all training and racing at Sugar Bowl Resort. Team Coaches are required to read and sign this document each year acknowledging the protocol. By signing and acknowledging this protocol, the Managing Coach is accepting responsibility as set forth herein. Managing coaches must sign the "Lane Set Log" located in the race shack at the top of the course each time a course is set or re-set. This log documents the name of the "Managing Coach," signature, lane, time, and type of course.

Training course setting guidelines for SBSTA

The Team's training environment manager ("Managing Coach") is ultimately responsible for course setting and for athletes, coaches, and guests during all training sessions.

A Managing Coach must hold a USSA coaches' certification of Level 200 or higher (At Sugar Bowl's sole discretion, Level 100 coaches may qualify as a Managing Coach following submission and acceptance of a USSA course setting recommendation form from a Level 300 certified coach or Level 2 or higher Referee or Chief of Race).

The Team's Managing Coach for each training session must be pre-determined and will sign off on the daily training log.

The Managing Coach is the primary course setter and person responsible for setting up the training environment (including drills, directed free-skiing, and course sets).

The Managing Coach will:

1. Be present for the entire training session (or, in the case of emergency, delegate these duties to another qualified training environment manager) and make ultimate risk management decisions for the Team and its members.
2. Be familiar with the training venue including:
 - a. knowledge of obstacles and hazards.
 - b. snow depths and fall line changes.
 - c. snow conditions.
 - d. general characteristics of the slope, including transitions from steep to flat, etc.
 - e. be familiar with the FIS and/or USSA Homologation report (if available).
 - f. Know the general abilities of each athlete.
3. Know the course setting guidelines for appropriate age groups and disciplines.
4. Appoint a second qualified coach (holding a USSA Level 100 certification or greater) to verify that the training environment is safe prior to the start of a training session.
5. Managing Coaches have the responsibility:
 - a. To direct that any obstructions in the fall zones are protected with netting or padding.
 - b. To take efforts to secure the training area from intervention by the skiing public.
 - c. To direct the Team to discontinue training or racing if in his or her opinion, deterioration of course conditions or weather make further training or racing inadvisable.
 - d. To inspect and determine that all gates, netting, and other equipment are in proper working order.
 - e. Precautions will follow general FIS, USSA, and standard industry practice.

Following are the protocol for each training venue. There are the minimum procedures to be adhered to under normal operation conditions.

1. Know the course setting guidelines for appropriate age groups and disciplines.
2. Appoint a second qualified coach (holding a USSA Level 100 certification or greater) to verify that the training environment is safe prior to the start of a training session.

Managing Coaches have the responsibility:

3. To direct that any obstructions in the fall zones are protected with netting or padding.
4. To take efforts to secure the training area from intervention by the skiing public.
5. To direct the Team to discontinue training or racing if in his or her opinion, deterioration of course conditions or weather make further training or racing inadvisable.
6. To inspect and determine that all gates, netting, and other equipment are in proper working order.
7. Precautions will follow general FIS, USSA, and standard industry practice.

Following are the protocols for each training venue. These are the minimum procedures to be adhered to under normal operating conditions.

B-NET

- B-Net will be placed in fall zones to protect racer from obstacles. The managing coach may determine B-Net is needed for obstacles at further distances, in his or her discretion.
- B-Net MUST be used when an obstacle is 10M or less from Fall zone

- B-Net should be set up starting approximately 5 meters above obstacle with Poles away from course.

Any obstacle requiring direct protection should use a minimum of two (2) B-Nets.

Race Arena

- Unless there are out of the ordinary obstacles in the arena, B-Net will typically not be needed when training GS or Slalom in lanes 3 and 4 or training slalom in lane 2.
- GS will only be set on the left side of the arena when lanes 1 and 2 are available. The course will be set using both lanes 1 and 2 in order to avoid fall zones into snowmaking equipment.
- When training in lane 5, B-Net will be placed on the lower tree island when running GS or Super G, and at the discretion of the Managing Coach for slalom.

Montgomery

- When one course is set on Montgomery, B-Net should be used in the fall zones to protect both the right and left side as necessary.
- The “upper trees” on Montgomery should have full B-Net protection anytime there are two courses set on Montgomery or a course is set in the “right” lane.
- The fall zones on the bottom of Lower MacTavish on both the left and right will be closely observed and may need B-Net depending on the course set.

Distance Between Courses

The distance between two training courses should be at least 6 meters from slalom and giant slalom and 10 meters for Super G. Athletes will alternate start timing on adjacent courses to help avoid possibility of collisions.

Closures on Public Runs

All venues should be closed to the public with materials and signage that is easily observed by the all skiers. Coaches should be stationed to observe the training venue as an extra precaution if closures are not observed by public.

Ruts from the course or course exit must be slipped sufficiently so there is no extraordinary danger to the skiing public.

Racer and Spectator Conduct

Do not duck ropes to enter/exit the race arena. Enter/exit the race arena only through appropriate points located at the top and bottom of the race arena.

No “free skiing” or warm up runs. These are to be done out of the race arena, on the adjacent trails.

No parents or other individuals without Competition Access are allowed a ski in the race arena unless they are assigned to a specific task by the Race Department.

If your team has container access to store gates, close and secure the doors when you are finished with training each day.

Please pick up your trash and debris. Broken gates are debris and pose a hazard to safe skiing. Do not leave them at the race shack. Deposit in appropriate garbage or recycling containers in the base area or remove them from the resort.

Only ski vertically in your lane. Do not ski across other training lanes when training is in progress.

If your team is training on a watered lane, it is your responsibility to slip and maintain the quality of the snow surface for the next team. Failing to perform this task to preserve a high-quality training environment may result in loss of priority lane assignments in the future.

If you are requested to assist with set up of B-Net or other protection, please comply.

Be respectful of everyone, and treat other people the way you would want to be treated.

Name of Coach: _____

Name of Team or Company: _____

Signature: _____

Date: _____

Exhibit B

Participant Name: _____

Date of Birth: _____

SUGAR BOWL / ROYAL GORGE (RACE & SNOW PLAY)

RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

PLEASE READ THIS ENTIRE DOCUMENT CAREFULLY BEFORE SIGNING

INHERENT RISKS. I, or my child, (collectively, "I," "me," or "my") have voluntarily applied to participate in recreational activities at Sugar Bowl Corporation ("Sugar Bowl"), including, but not limited to, skiing, snowboarding and other recreational activities that may occur during any season of the year. I understand that these activities include inherent **RISKS OF INJURY AND DEATH**. These activities include, but are not limited to, casual, recreational, training and competitive activities, as well as skiing (Alpine and Nordic), as well as snowboarding, snowshoeing, sledding, sliding, tubing, racing, and any other activities both at Sugar Bowl, including at other locations outside of Sugar Bowl (collectively referred to as "Activities").

I understand that the **numerous inherent risks** of the Activities, include, but are not limited to, risks posed by changes in terrain and snow conditions; surface and subsurface snow conditions; icy, firm, or hard snow; unmarked obstacles; thin snow cover; bare spots; bumps; moguls; stumps; forest growth and debris; erosion control devices; snowmaking equipment; snowmobiles; snow grooming equipment; machinery; rocks; cliffs; slick and steep terrain and other surfaces; deep snow; avalanches and avalanche debris; snow falling from roofs or trees; slick walkways and stairs; ski lifts of all kinds and all of their component parts, including support towers; and all other hazards, whether the risks are obvious or not. I understand that the Activities involve risks in loading, riding, and unloading ski lifts; use of terrain parks and features; loss of balance; loss of control; falling; sliding; collisions with trees, rocks, fences, racing gates, ruts, netting, finish posts, timing equipment, terrain features (natural or man-made), skiing outside of area boundaries into unpatrolled and uncontrolled terrain, other participants and/or spectators, snowmaking or snow grooming equipment and their components, snowmobiles and other snow vehicles, and all manmade or natural obstacles (padded or not) whether they are obvious or not. Other inherent risks of the Activities include all risks associated with transportation to and from Activities and as part of Activities, including Activities outside of Sugar Bowl; walking in lodges, parking lots, outdoor pathways and stairs; activities or negligence of co-participants; and travel in the mountains generally.

I understand and agree that if I'm using my own equipment, it should be kept in good condition, and there is no guarantee that the equipment I am using will perform as intended, and there are risks that my bindings will prematurely release or will not release as intended. I understand that other equipment may also malfunction. I understand that relatively minor injuries can become life threatening when they occur far away from rescue personnel or when alone. I understand that it may take significant time for rescue personnel to locate and reach an injured person.

I understand that if I enter a terrain park, I should read the sign(s) at the entrance to the park. I must inspect the elements and terrain before I ski or ride over them in order to evaluate the risks and degree of difficulty before participating. I understand that throughout the day snow conditions and terrain features will change. I am solely responsible for knowing and understanding my ability to encounter all terrain features. I understand that there is a risk of being struck by other people or objects while engaged in the Activities and I must do my best to at all times be alert to other people and objects.

RELEASE OF LIABILITY FOR NEGLIGENCE. Despite the risks involved in the Activities and as consideration for being allowed to participate in the Activities, **I AGREE TO EXPRESSLY ASSUME ALL RISKS OF INJURY OR DEATH** that might be associated with my participation in the Activities and use of all facilities at Sugar Bowl.

I AGREE TO RELEASE FROM LIABILITY FOR NEGLIGENCE Sugar Bowl Corporation ("Sugar Bowl"), Royal Gorge Cross Country, Tahoe Donner Land Trust, California Tahoe Conservancy, the U.S. Department of Agriculture Forest Service, and all of the aforementioned entities' and any and all associated entities' respective owners, investors, members, managers, directors, employees, agents, representatives, landowners, subsidiaries, contractors, affiliated companies, and insurers (collectively in this agreement, "Ski Area Entities") for any damage, injury or death to me arising from participation in the Activities or use of the facilities. I understand that this release prevents me from suing the Ski Area Entities for negligence.

If I, my child, or any legal representative files a claim or a lawsuit for negligence arising out of my participation in the Activities or use of the facilities, **I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS** the Ski Area Entities for damages, attorney's fees or costs arising out of such a claim or a lawsuit.

USE AND CONDITION OF EQUIPMENT. Any pass/ticket received in conjunction with this agreement is not transferable and may only be used by the participant. If I am provided with or rent equipment in connection with the Activities, I accept the equipment "as is" and accept full responsibility for the care of the equipment while in my possession. I agree that I am responsible for the full replacement value of equipment not returned. I agree to pay for any damage that exceeds normal wear and tear.

PHOTOGRAPHS AND VIDEO IMAGES. Sugar Bowl takes photographs/video for commercial purposes and patrons may be readily identifiable in these images. I grant exclusive permission to the Ski Area Entities to use my likeness for the purpose of publicity, public relations, or other commercial purposes without compensation and without restriction as to frequency and duration. I understand that images I take at Sugar Bowl and provide to the Ski Area Entities may be used by the Ski Area Entities at any time for any purpose without compensation unless otherwise agreed in a writing signed by an officer of Sugar Bowl.

AUTHORIZATION OF MEDICAL TREATMENT. While employees and volunteers of Ski Area Entities are not medical professionals, I authorize any representatives of Ski Area Entities to administer first aid to me or to my child, as they deem reasonably necessary, but I recognize that such representative is not obligated to administer first aid. I authorize representatives of Ski Area Entities, at my expense (to the extent not covered by health insurance or otherwise) to call for and consent to hospital, surgical, dental or other medical care for my child or to transport me (and/or my child) to a hospital, urgent care, dentist office or other medical facility if, in the opinion of such personnel, in their sole discretion, medical attention is needed for me (and/or my child). I further authorize and consent to any care,

treatment or procedure instructed, directed or advised by the attending physician, surgeon, dentist or other staff of the applicable hospital, urgent care, dentist office or other medical facility. I understand and agree that this authorization is given in advance of any care, treatment or procedure being required, but that it is given to provide authority and power to employees of Sugar Bowl to consent to care, treatment or procedure that a physician, surgeon, dentist or other staff in the exercise of his/her best judgment may deem advisable. I understand and agree that reasonable efforts will be made by Sugar Bowl to contact me prior to rendering any care, treatment or procedure for my child, but that care, treatment or procedures will not be withheld if I cannot be timely reached. Without limiting any other provision hereof, I disclaim, waive and release, and covenant not to sue for Ski Area Entities for negligence related to or arising from any care, treatment or procedures provided pursuant to this Agreement and the foregoing authorization and consent, and shall indemnify and hold Ski Area Entities harmless of and from any and all Claims related to or arising from any care, treatment or procedures provided pursuant to this Agreement and the foregoing authorization and consent, including without limitation, any charges, costs or expenses of any hospital, urgent care, dentist office or other medical facility, or physician, surgeon, dentist or other staff.

JURISDICTION AND VENUE. I understand and agree that this agreement is severable and that if any clause is found to invalid, the balance of the contract will remain in effect, valid, and enforceable to the fullest extent allowed by California law. I agree that any action arising from or related to this agreement must be brought only in the Superior Court of Placer County, California, or the U.S. District Court for the Eastern District of California (federal district court). This agreement is subject to and interpreted under the laws of the State of California.

AGREEMENT TO ARBITRATION AND VENUE OF ALL CLAIMS. I agree to submit any claim or dispute that arises out of or results from any activity or event, or that arises out of this agreement, to mediation before a single mediator to be randomly selected by JAMS in Sacramento, California. If mediation is not successful, then the claim or dispute, including, but not limited to, any claim or dispute involving the determination of the scope or applicability of this agreement to arbitrate, shall be submitted to neutral, binding arbitration before a single arbitrator, who is a retired California or federal civil trial judge, in Placer County, California. The arbitrator shall be appointed and the arbitration conducted pursuant to the then current JAMS Arbitration Rules. As a supplement to such Rules, the arbitrator shall first determine the applicability and dispositive or preclusive effect of this agreement and issues relating to primary assumption of risk, before determining whether to address injury and damages issues. The arbitrator shall not be empowered or permitted to award punitive or exemplary damages, and the parties expressly waive any right to recover such, unless specifically required by an applicable statute. The arbitrator shall be empowered and permitted to award reasonable costs of the arbitration, but **not** attorney's fees, to the party the arbitrator deems to be the substantially prevailing party in the arbitration. Judgment upon an arbitration award may be entered in the Superior Court of Placer County, California. Venue for any legal action under this agreement is otherwise only allowed in Placer County, California. [_____] **Initials acknowledging that I have read this agreement to arbitrate all claims.**

THIS IS A RELEASE OF LIABILITY. DO NOT SIGN THIS UNLESS YOU AGREE TO BE BOUND BY ITS TERMS. If participant is under the age of 18, a parent or guardian must sign on such minor's behalf. By signing below, you acknowledge you are the legal parent or guardian and you have read and understood the foregoing and accept and agree to all of the terms contained herein.

PRINT NAME OF PARENT/LEGAL GUARDIAN: _____ **RELATION:** Parent/Legal Guardian
SIGNATURE OF PARENT/LEGAL GUARDIAN: _____ **DATE:** _____

Primary Contact Number: _____ **Secondary Contact Number:** _____

If the participant is over the age of 18, he/she acknowledges that he/ she has read and understood the foregoing and accepts all terms contained herein.

SIGNATURE OF PARTICIPANT: _____ **DATE:** _____

IN CASE OF AN EMERGENCY IF A PARENT/GUARDIAN CANNOT BE REACHED, THOSE LISTED BELOW WILL BE CONTACTED. PLEASE BE SURE TO UPDATE ANY INFORMATION.

#1 Emergency Contact Name: _____ Phone No. _____

Relation to Participant: _____

#2 Emergency Contact Name: _____ Phone No. _____

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