

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

BRIEF DESCRIPTION OF CONTRACT: This agreement between Sugar Bowl Corporation and Davis Joint Unified School District allows the Davis Senior High School Ski and Snowboard Team to use the facility for training activities and competition.

There is a \$150 per day lane fee for the team, which is paid by site athletic funds.

Site Use Agreement

Ski and Snowboard Training and Racing

This Site Use Agreement is entered into as of November 1, 2016, by and between Davis High School Ski and Snowboard 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 \$150 per day lane fees.

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 particular designated location(s) will be appropriate for the Activity or for any particular Team athlete or participant.
3. Each of the Team's coaches will read, sign, and follow the SB-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.
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 \$2,000,000 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 30 day advance 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:

Team:

Bruce Colby, Associate Super Intendant
Davis Joint Unified School District

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 Season Passes are allowed to 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:

THIS IS A RELEASE OF LIABILITY – DO NOT SIGN UNLESS YOU AGREE TO BE BOUND BY ITS TERMS

**SUGAR BOWL/ROYAL GORGE WINTER SPORTS ACTIVITIES
ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT
READ CAREFULLY BEFORE SIGNING – THIS LIMITS SUGAR BOWL'S LIABILITY**

I, _____, or my child (collectively referred to as "I", "my", or "me") have voluntarily chosen to participate in winter sports activities and/or other recreational activities, including alpine skiing, Nordic skiing, snowboarding, ski and snowboard racing, snow play, snow bikes, snowshoeing, snow tubing, sleigh riding, sledding, and/or all other snow sports and activities at Sugar Bowl and/or Royal Gorge (collectively, "the Activities"). I understand that my participation in the Activities poses inherent and other risks of INJURY and DEATH. The risks include, but are not limited to, loss of control; collisions with other skiers or snowboarders or spectators; and collisions with natural and man-made objects, including trees, rocks, fences, lift towers, padded and unpadded obstacles within and adjacent to race courses, snow making equipment, and over-snow vehicles. The risks also include variations in terrain and snow conditions; surface and subsurface snow conditions; bare spots; bumps; moguls; ice; stumps; forest growth and debris; erosion control devices; rocks; cliffs; steep terrain; avalanches; and all risks associated with traveling in the mountains. The risks further include those associated with participating in the Activities beyond the ski area boundary or designated trails and in the backcountry, which may pose additional hazards because such areas are not patrolled and are without avalanche control. Other risks include those associated with the use of the facilities, including mountain transportation, lifts, terrain parks, half pipes, and other park features; walking in lodges and parking lots; using rental equipment; and participating in instruction, lessons, training, races, and/or special events (collectively, "use of the facilities"). Despite these risks and all other risks, and **TO THE FULLEST EXTENT ALLOWED BY LAW, I AGREE TO EXPRESSLY ASSUME ALL RISKS OF INJURY OR DEATH** that might be associated with or arise out of my participation in the Activities or use of the facilities.

I understand that if I enter a terrain park, I must inspect the elements and terrain before I ski or ride over them 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 inspecting the features, and knowing and understanding my ability to encounter all terrain features prior to encountering them.

In consideration for being permitted to participate in the Activities and to engage in use of the facilities, **I AGREE TO RELEASE FROM ANY LEGAL LIABILITY AND AGREE NEVER TO SUE** Sugar Bowl Corporation, the United States of America, Department of Agriculture, United States Forest Service, Royal Gorge, LLC, Truckee Donner Land Trust, special event organizers, sponsors, equipment manufacturers and suppliers, and all of their successors, heirs, assigns, directors, officers, partners, investors, shareholders, members, agents, employees, owners, landowners, parent and subsidiary companies, and affiliated companies (collectively herein, "Sugar Bowl") for injury or death resulting from my participation in the Activities or use of the facilities, regardless of the cause, including the alleged **NEGLIGENCE** of Sugar Bowl. I further **AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS** Sugar Bowl for any claims, lawsuits, damages, attorney fees, costs or judgments arising out of my participation in the Activities or use of the facilities.

I UNDERSTAND THIS IS A RELEASE OF LIABILITY that will apply whenever I participate in the Activities or engage in use of the facilities at Sugar Bowl and/or Royal Gorge. I understand that this **RELEASE OF LIABILITY** will prevent me, my child, or our heirs from filing suit or making any claim for damages in the event of injury or death from my participation in the Activities or use of the facilities.

Additionally, in the event I file or my child or any legal representative files a claim or a lawsuit arising out of my participation in the Activities or the use of the facilities, **I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS** Sugar Bowl for any damages, attorney's fees, or costs arising out of such a claim or a lawsuit. With a full understanding of this agreement, I enter into it freely and voluntarily and agree that it is binding upon me, my child, our heirs, assigns and legal representatives.

By executing this agreement, I declare under penalty of perjury that I am doing so only for myself and/or for persons who have authorized me to do so on their behalf. If I execute this document on behalf of another person, I am acting as the agent for that person, and my execution of the document expressly confirms that I have permission to agree to its terms on the other person's behalf, and that this Release of Liability and Indemnity Agreement is binding on that person. If I execute this document without the express permission of any other person, I understand and agree that I am committing fraud against Sugar Bowl. If the person on whose behalf I have executed this release brings a claim or lawsuit against Sugar Bowl, I agree to defend, indemnify and hold harmless Sugar Bowl as fully set forth herein.

I acknowledge that Sugar Bowl and other participants may photograph or videotape the Activities and facilities. I agree 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 to me.

I understand and agree that this agreement is severable and that if any clause is found to be invalid, the balance of the contract will remain in effect and will be valid and enforceable. I agree that any action involving the Activities, use of the facilities, or this agreement will be brought in the courts of Placer County, California. Any disputes will be subject to and determined under the laws of the State of California.

Signature of Participant _____ Date _____
Prospective participants under the age of 18 years are required to have a parent or legal guardian read and sign.
Print Name of Participant _____ DOB _____
Print Name of Parent/Legal Guardian _____ Relation _____
Signature of Parent/Legal Guardian _____ Date _____

THIS IS A RELEASE OF LIABILITY – DO NOT SIGN UNLESS YOU AGREE TO BE BOUND BY ITS TERMS

CERTIFICATE OF LIABILITY COVERAGE

COVERAGE PROVIDER:

BAY AREA SCHOOLS INSURANCE COOPERATIVE (BASIC)
(a California Joint Powers Authority)
1750 Creekside Oaks Drive, Suite 200
Sacramento, CA 95833

NAMED COVERED MEMBER:

North Bay Schools Insurance Authority
Davis Joint Unified School District
P. O. Box 4000 526 B Street
Davis CA 95617

THE REFERENCED MEMORANDUM OF COVERAGE(S) ("MOC") AND/OR INSURANCE POLICY(IES) EXTEND INDEMNITY PROTECTION TO THE NAMED COVERED MEMBER, IN KEEPING WITH THE TERMS AND CONDITIONS OF THE COVERAGE AGREEMENTS/ POLICIES, FOR THE EFFECTIVE COVERAGE DATES, AND WITH THE STATED COVERAGE LIMITS. COVERAGE PROVIDED BY MOCS IS EXTENDED PURSUANT TO THE RIGHTS AND LIMITATIONS OF CALIFORNIA GOV'T CODE § 990 & 6500, ET SEQ.

TYPE OF COVERAGE	COVERAGE AFFORDED	MOC/POLICY NUMBER	EFFECTIVE DATE(S)	EXPIRATION DATE(S)	LIMITS	LIABILITY SELF INSURED RETENTION
GENERAL LIABILITY	General Liability Employment Practices Educators' Legal Liability Products Liability Completed Operations Liability	2016MOELC	07/01/2016	07/01/2017	\$ 5,000,000	\$500,000
AUTOMOBILE LIABILITY	Automobile Liability (All Owned, Hired, Leased, and Borrowed)	2016MOELC	07/01/2016	07/01/2017	\$ 1,000,000	\$500,000

THIS CERTIFICATE CONFERS NO RIGHT, BENEFIT, OR INTEREST IN THE REFERENCED MEMORANDUM(S) OF COVERAGE OR INSURANCE POLICY(IES), NOR DOES IT AMEND, MODIFY, ENLARGE OR ALTER THE COVERAGE AFFORDED BY SUCH DOCUMENTS. IF THE CERTIFICATE HOLDER IS CONTRACTUALLY ENTITLED TO BE NAMED AS AN ADDITIONAL COVERED MEMBER ("ACM") UNDER ANY COVERAGE AGREEMENT OR POLICY, THE CONTRACT IMPOSING THE OBLIGATION MUST BE PROVIDED TO THE NAMED COVERED MEMBER LISTED ABOVE FOR REVIEW AND APPROVAL BEFORE SUCH AN ENDORSEMENT WILL BE ISSUED; ACM COVERAGE IS NOT AUTOMATICALLY GRANTED.

Description and Date (s) of Event/Operations/Locations/Vehicle:

Additional remarks/schedule may be attached if more space is needed.

CG20110413, Designed Covered Member - Auto RE: Use of Sugar Bowl Ski Resort for the Davis High Ski Team
Sugar Bowl Corporation is included as an additional covered member under the general liability per the attached endorsement referenced above but only as to the liability arising out of the negligent acts of the named covered member, with respects to use of Sugar Bowl Resort. Named Insured's coverage shall be primary and noncontributory with respect to any coverage maintained by Resort. Sugar Bowl Corporation is also included as additional insured under the automobile liability per the attached endorsement form.

CERTIFICATE HOLDER:

Sugar Bowl Corporation
PO Box 5
Norden, CA 95724

Cancellation of Coverage: If any of the policies described herein be cancelled before their expiration dates, notice will be delivered in accordance with policy provisions.

Issuer of this Certificate:

Commercial Lines - (707) 769-2900
Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408
1039 N. McDowell Blvd.
Petaluma, CA 94954-1173

POLICY NUMBER: 2016MOELC

COMMERCIAL GENERAL LIABILITY

CG 20 11 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

Designation Of Premises (Part Leased To You): Use of Sugar Bowl Ski Resort by the Davis High Ski Team
Name Of Person(s) Or Organization(s) (Additional Insured): Sugar Bowl Corporation
Additional Premium: \$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc.

POLICY NUMBER: 2016MOELC

**THIS ENDORSEMENT CHANGES THE MEMORANDUM OF COVERAGE.
PLEASE READ IT CAREFULLY.**

DESIGNATED COVERED MEMBER - AUTOMOBILE

This endorsement modifies coverage provided under the following:

AUTOMOBILE LIABILITY COVERAGE

With respect to coverage provided by this endorsement, the provisions of the Memorandum of Coverage apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "covered members" under the definition of a covered member. This endorsement does not alter coverage provided in the Memorandum of Coverage.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Covered Member:

North Bay Schools Insurance Authority

SCHEDULE

Name of Person(s) or Organization(s):

Sugar Bowl Corporation
PO Box 5
Norden, CA

RE: Use of Sugar Bowl Ski Resort by the Davis High Ski Team
Sugar Bowl Corporation is included as an additional covered member.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is a "covered member" for Liability Coverage, but only to the extent that person or organization qualifies as a "covered member" under the definition of a Covered Member Provision contained in **Section III** of the Memorandum of Coverage.