



## *Race/Competition Agreement*

This Race/Competition Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By and between USASA, an United States of America Snowboard and Freestyle Skiing Association (“the Provider”)

and Mt. Hood Meadows, Oreg., LLC (hereinafter “The Resort”).

It is hereby agreed that in exchange for permission to perform the following task:

Activities and actions that are considered reasonable and/or typical in the pursuit of Snowboard, free ride, freestyle training and/or competition of current members and or certified athletes of OISA; including the use of race gates and manmade features such as jumps, berms, boxes, rail and other features. (hereinafter “the Task”).

The Provider agrees and understands as follows:

Provider shall be permitted to use only those portions of the resort or mountain designated as acceptable for the Task, as described in Exhibit A. The Resort does not warrant or maintain that the designated location(s) is appropriate for the purpose stated above, only that the Provider shall not deviate from the designated location(s).

The Provider acknowledges and accepts that other uses of the premises where the Task will be performed will occur, including the use of the premises related motorized vehicle traffic and for pedestrian or other public access.

The Provider shall use only properly registered and insured vehicles and the Provider’s own licensed drivers to perform the Task.

The Provider shall maintain the following insurance:

A comprehensive general liability insurance policy from an *A* rated insurance company, in an amount not less than \$2,000,000 combined single limit, with an aggregate limit of \$2,000,000. Such policy shall provide for at least thirty (30) days’ notice of cancellation to The Resort, and shall name Mt. Hood Meadows Oreg., LLC and the United States Government as an additional insured on a primary and non-contributory basis. **A certificate of insurance and copy of the endorsement to the policy shall be provided evidencing the above requirements prior to commencing the Task. The Provider shall further**

- provide evidence that participants, spectators and volunteers are not excluded from the policy prior to the Task.**
- Workers compensation insurance in accordance with statutory requirements as required by the laws of the State of Oregon. **A certificate of insurance shall be provided evidencing the above requirements prior to commencing the Task. Under no circumstances will employees of the Provider be deemed the employees of Mt. Hood Meadows**
  - An Automobile policy insuring any vehicles which will be operated on the premises with third party liability coverage of at least \$2,000,000. **A certificate of insurance shall be provided evidencing the above requirements prior to commencing the task.**

**Certificate Holder name and address:**

Mt. Hood Meadows Oreg., LLC  
And United States Government  
PO Box 470  
14040 HWY 35  
Mt. Hood OR 97041

The Provider hereby agrees to defend, indemnify and hold harmless Mt. Hood Meadows Oreg., LLC its owners, officers, directors, employees, representatives and agents (hereinafter “the Ski Entities”) against any and all liability claims, liens, demands, actions or causes of action arising out of or relating to the Task.

The Provider further agrees to defend, indemnify and hold harmless the Ski Entities for any loss or damage, including costs associated with attorneys’ fees, arising from claims or lawsuits for personal injury, death, and/or property loss and damage to the extent that such claim or action arises out of or is related to the Task.

The Provider warrants that it will obtain any permits and comply with all applicable laws, ordinances, rules and regulations relating to the Task, be they of federal, state, local or other origin; this includes compliance with the Safe Sport Act. Provider will be responsible for its own safety program which will meet or exceed the standards set in its industry for safe operation of the Task. The Provider shall provide trained staff and volunteers in adequate numbers to conduct the Task in a safe and efficient manner as out lined in Exhibit B.

The Resort hereby grants permission to The Provider to use the Venue and to host and conduct the Task during the Task Period as outlined in Exhibits A. (a) The Resort shall provide The Provider and its employees, contractors and agents with reasonable access to the Venue prior to and after the Task Period to perform all activities related to the setup and breakdown of any equipment and materials (b) The Resort will permit access for the Provider, the invitees and necessary personnel to the terrain identified, in accordance with The Resorts uphill traffic policy Exhibit F, and on the dates specified.

The Resort shall provide the Provider use of equipment and materials as described in Exhibit A. The Provider agrees to return all Resort materials used in the Task to the appropriate locations before the end of the Task period.

The Provider agrees to require each participant and any volunteers or support staff to sign a Release of Liability Agreement in a form acceptable to Mt. Hood Meadows (<https://www.skihood.com/en/raceauthorizationagreement>) prior to the Task. All Releases shall be provided to Mt. Hood Meadows.

The Provider will provide all necessary professional judgment in determining course design, acceptability and use of venue, including the evaluation of participants.

The Provider agrees to provide adequate garbage and recycling collection facilities during the Task Period. Removals of all refuse and recycling generated by the Task and its invitees, participants and spectators shall be the responsibility of the Provider.

The Resort will provide other assistance as may be deemed necessary in preparation and operation of the Task. Any such costs associated with such assistance beyond normal staffing for the Resort, shall be reimbursed by the Provider as outlined in Exhibit C.

The Provider may not delegate or assign its respective duties under this AGREEMENT without the prior written consent of The Resort.

If any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in effect.

This Agreement shall be governed by the laws of the State of Oregon.

**For The Resort**

\_\_\_\_\_

\_\_\_\_\_

Date

\_\_\_\_\_

Print Name

**For the Provider**

\_\_\_\_\_

\_\_\_\_\_

Date

\_\_\_\_\_

Print Name