

MEMORANDUM

TO: Board of Trustees

THROUGH: Indra S. Winqest
District General Manager

FROM: Mike Bandelin
Diamond Peak General Manager

SUBJECT: Review, discuss and possibly approve an agreement between the Incline Village General Improvement District and the Diamond Peak Ski Education Foundation to operate ski education programs at the Districts Diamond Peak Ski Resort

DATE: June 29, 2022

I. RECOMMENDATIONS

That the Board of Trustees makes a motion to:

1. Approve an agreement between the Incline Village General Improvement District and the Diamond Peak Ski Education Foundation to operate ski education programs at the District's Diamond Peak Ski Resort for the period beginning July 1, 2022 through June 30, 2027.
2. Authorize Staff to execute all agreement documents based on a review by General Counsel.

II. DISTRIC STRATEGIC PLAN

Long Range Principle #7 – Governance – The District is a local agency that delivers exemplary recreational experiences and provides the highest level of water, sewer, and solid waste services while striving for fiscal and environmental sustainability through collaboration, civic participation, and transparency to the greatest extend possible.

III. **BACKGROUND**

The current agreement between the Incline Village General Improvement District and the Diamond Peak Ski Education Foundation was approved by the Board of Trustees at your meeting on January 24, 2018. The current agreement includes a five-year term that is set to expire on June 30, 2022.

IV. **DISCUSSION**

Staff has prepared the proposed recommendation and agreement with the intent to be transparent of the funding or subsidies provided to the Diamond Peak Ski Education Foundation. Listed below are items within the current agreement in Section II. District Responsibilities that associate funding from the District to the Foundation including proposed changes to the agreement. Staff has commented on the following items related to the 2021/2022 season in regards to subsidies provided as they may offer a fair representation of the previous seasons within the term of the agreement.

Section II. District Responsibilities

A. The District, through DPSR, will make available portions of the mountain for production of the following races: Approximately four (4) Far West race events; and Approximately four (4) non-U.S.S.A. race events. The location and scheduling of races will be by mutual agreement of DPSR and the DPSEF. Initial slope grooming will be provided by DPSR for all DPSEF sponsored races. All other race production costs will be at DPSEF'S expense.

- *During the 2021/22 season the ski venue provided Middle and Lower Showoff trails for ski racing on three separate occasions, each race consisted of two day events for a total of six (6) days of ski racing during the season.*
- *Approximately \$600 per race event is expensed in personnel wages for a total of \$3,600 during the past season.*

B. DPSR will make available portions of the mountain for ski race training. Routine slope grooming will be provided, but is not guaranteed as to frequency or quality.

- *Race training provided by the ski venue consists of an early load of Lakeview ski lift at 7:30 AM including approximately sessions throughout a season.*
- *Race training is typically planned to take place on Upper and Lower Showoff trails.*

- *Approximately \$5,400 is expensed annually in personnel wages, electricity and maintenance of providing early load race training.*

C. DPSR will provide up to forty (40) photo ID (non-transferable season ski passes) to DPSEF for the sole use of their coaching staff.

- *During the 2021/22 season the ski venue funded this Item C. by providing up to 40 passes including an expense of \$10,819*
 - *The proposed agreement reflects the removal of this item as the District will not fund the purchase of coaches passes as DPSEF will purchase the amount of coaches passes needed each season.*

D. DPSR will provide up to thirty (30) race day ski comp tickets to be used by DPSEF race volunteers on the day of a DPSEF race only. In addition, DPSR will provide one race day ski comp ticket per eight (8) athletes registered to be used by visiting coaches on the day of a DPSEF race only.

- *During 2021/22 season the ski venue funded item D. by providing up to thirty (30) race day ski comp tickets to volunteers and coaches including an expense of \$12,525.*
 - *The proposed agreement has been modified to reflect IVGID Board Practice 6.2 Pricing for Products and Services.*
 - *The proposed agreement states that the Ski venue will not provide race day complimentary tickets but will make race day tickets for coaches and volunteers available for purchase by DPSEF.*
 - *Pricing of the race day tickets shall be consistent with Practice 6.2 – 3.4 Discounts 3.4.1 and 3.4.2.*

E. DPSR will supply office space and a locker room for the DPSEF staff.

- *During the period of the current agreement the ski venue has provided the building space located in the upper parking lot of the ski venue.*
 - *The proposed agreement makes no referenced changes to this item.*

F. All DPSEF race program participants who are IVGID Picture Pass Holders may purchase season ski passes from DPSR at the then-current picture pass holder rates. Members of DPSEF who are not IVGID Picture Pass Holders may purchase season ski passes from DPSR at a cost equal to the applicable, then-current IVGID Picture Pass Holder rate, plus \$10. Parents and legal guardians of DPSEF members who are not IVGID Picture Pass Holders may likewise purchase season ski passes from DPSR at a cost equal to the applicable, then-current IVGID Picture Pass Holder rate, plus \$10.

- *During 2021/22 season the ski venue provided \$4,106 of discounted products to non-picture passholders.*
 - *The proposed agreement removes this item from the agreement.*

G. Diamond Peak Ski Resort will provide and facilitate the sale by DPSEF of Discounted Daily Lift Tickets ("DDLTL") to participants in DPSEF racing events and, in the case of youth races U18 and younger, for the race participants' parents....

- *During 2021/22 season, 949 race day lifts tickets were provided for the sale of race day tickets by DPSEF.*
 - *The ski venue received a payment of \$24,107 of race day tickets sold per item G.*

I. DPSR will provide up to forty (40) identified non-transferrable fifty percent (50%) off food passes for the DPSEF coaches.

- *The proposed agreement removes this item from the agreement.*

J. The District will provide DPSEF certain designated/reserved parking spaces, as follows: The District will provide DPSEF two (2) designated parking spaces in the upper level parking lot at DPSR in close proximity to the DPSR base lodge for use by DPSEF at DPSEF's sole discretion, including DPSEF's assignment of the use of the spaces to anyone determined by DPSEF.

- *During the period of the current agreement the ski venue has provided the designated parking spaces located in the upper parking lot.*
 - *The proposed agreement makes no referenced changes to this item.*

V. FINANCIAL IMPACT AND BUDGET

DPSEF has presented a financial statement that identifies annual net income for the term of the current agreement (see attached). The District and DPSEF have made changes to the proposed agreement to incorporate Board Practice 6.2 as well as other changes directed to reduce subsidies from the District to the Foundation. The table below provides the subsidies provided to the Foundation for operations including an estimate of FY2023 per the proposed agreement.

Subsidy	Estimate 22/23	FY2022	FY2021	FY2020	FY2019	FY2018	5 Year Avg.
Coach Passes (40)	\$0.00	\$10,819.00	\$12,913.00	\$10,129.00	\$8,294.00	\$5,980.00	\$9,627.00
Race Day Events	\$3,600.00	\$3,600.00	\$0.00	\$3,600.00	\$3,600.00	\$3,600.00	\$2,880.00
Race Training	\$5,400.00	\$5,400.00	\$4,500.00	\$5,400.00	\$5,400.00	\$5,400.00	\$5,220.00
Provide Office Space	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00
Race Comp Tickets	\$0.00	\$12,525.00	\$0.00	\$6,000.00	\$14,080.00	\$13,114.00	\$9,143.80
Provide Designated Parking							
Non-Resident Member Pricing	\$0.00	\$4,106.00	\$2,295.00	\$150.00	\$0.00	\$0.00	\$1,310.20
Totals	\$11,400.00	\$38,850.00	\$22,108.00	\$27,679.00	\$33,774.00	\$30,494.00	\$30,581.00

VI. ALTERNATIVE

The Board of Trustees are under no obligation to approve the Staff recommendation of a new agreement between the District and Diamond Peak Ski Education Foundation.

VII. BUSINESS IMPACT

This item is not a “rule” within the meaning of Nevada Revised Statutes, Chapter 237, and does not require a Business Impact Statement.

Attachments:

- A. DPSEF - Proposal for renewal of the agreement
- B. DPSEF - Financial Statement
- C. District - DPSEF - current agreement
- D. District - DPSEF – proposed agreement (red line) – DPSEF and Staff
- E. District – Proposed agreement (blue line) - Legal
- F. District - DPSEF – proposed agreement (clean)

**DPSEF PROPOSAL FOR RENEWAL
OF SKI TEAM
OPERATION AGREEMENT
2022**



**DIAMOND PEAK
SKI EDUCATION FOUNDATION**

TO: Tim Callicrate, Chairman, IVGID Board of Trustees

**Indra Winquest, District General Manager
Mike Bandelin, Diamond Peak Ski Resort General
Manager**

**FROM: Diamond Peak Ski Education Foundation
(DPSEF)**

Re: Agreement between DPSEF and DPSR/IVGID

June 29, 2022



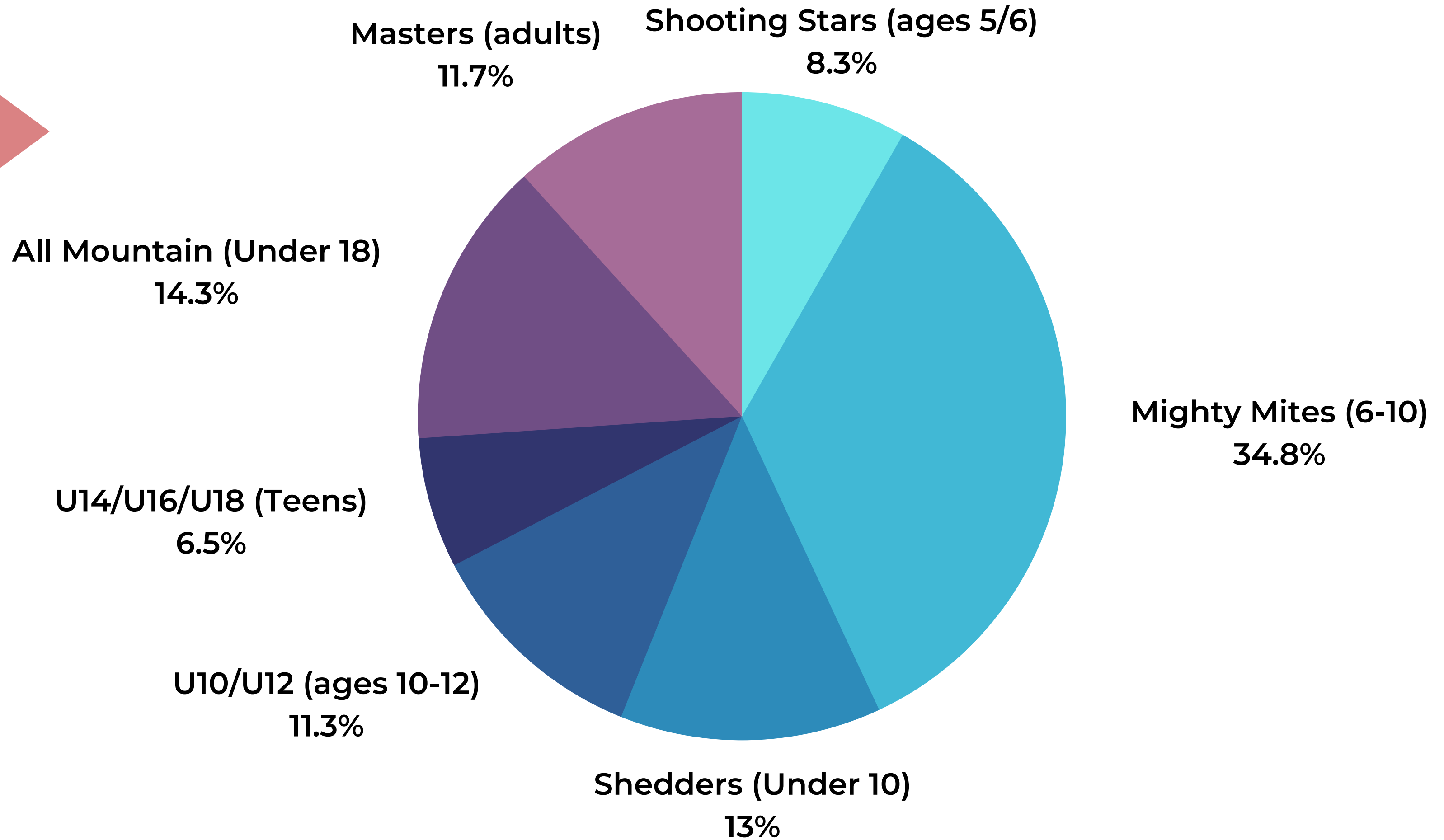
The Diamond Peak Ski Education Foundation (DPSEF) respectfully offers this presentation in support of the Board of Trustees' approval of the proposed renewal/extension of the contract between Diamond Peak Ski Resort (DPSR) and DPSEF, for the time period of July 1, 2022, to June 30, 2027.

WHO WE ARE:

For the 2021/22 season, DPSEF had 230 member-athletes. 212 of our 230 athletes are IVGID picture pass holders (92%). 55% of ski team enrollment are children under ten registered in our Shooting Stars, Mighty Mite, and shredders programs (ages 6-10). The program enrollment has hovered around 200 member-athletes for three seasons. Our member-athletes range from age 5 (Shooting Star/Mighty Mite) to age 80 (Masters).



DPSEF TEAM DEMOGRAPHICS 2021/22



COMMUNITY INVOLVEMENT:

With the recent influx of new residents, DPSEF has seen a considerable jump in enrollment in our Shooting Stars (age 5) and Mighty Mites (aged 6-10) programs. DPSEF has become a place for new residents to Incline Village to find community and forge friendships and connections.

With increased isolation these last couple of years due to remote learning, kids are finding a place to make friends and build their confidence on and off the slopes.



DIAMOND PEAK SKI EDUCATION FOUNDATION

OUR MISSION

Through an uncompromising focus on our values and high-caliber coaching, our Mission is to provide a year-round program to develop each athlete's skill, grit and integrity, and to inspire and empower each of our athletes to achieve their personal goals in athletics and in life.



Teamwork



Independence
& Sustainability



Growth-Mindset



Athletic
Excellence



Improvement



Character



Sportsmanship
& Integrity



OUR VISION

Is to be an exceptional alpine ski team renowned for cultivating a culture of excellence and developing individuals of outstanding character.

OUR VALUES

WHAT WE STAND FOR:

OUR VISION: To be an exceptional alpine ski team renowned for cultivating a culture of excellence and developing individuals of outstanding character.

OUR MISSION: Through an uncompromising focus on our values and high-caliber coaching, our mission is to provide a year-round program to develop each athlete's skill, grit, and integrity. To inspire and empower each of our athletes to achieve their personal goals in athletics and in life.

SCHOLARSHIPS:

Our fundraising efforts include donor-restricted contributions toward the Steve Steiner Memorial Scholarship Fund. The fund is named after the late Steve Steiner, an Incline Village resident. The Steiner fund provides scholarships to help local families pay tuition to access our fantastic program where they may not have been able to participate otherwise.





VOLUNTEER-BASED

DPSEF is governed by an all-volunteer Board of Directors and officers, who receive no compensation. DPSEF has a professional, paid coaching staff and various key administrative employees. Our all-volunteer board works tirelessly and contributes hundreds of hours to the team for no compensation. As of this writing, the foundation is seeking to hire a full-time executive director to improve its overall management, community collaboration, and governance.

FUNDING SOURCES:

For the 2020-21 ski season, DPSEF tuition/enrollment revenue covered 68.3% of the program's total expenses. This tuition-funded percentage will likely move downward as we increase staffing levels to improve the organization and its service to the community. The remainder is covered by DPSEF fundraising efforts and the net income from a few hosted ski races, which are made possible through heavy volunteer support, paid specialty service providers (e.g., race timing), and in-house staff. The operation of DPSEF is sustained by charitable donations and grants from various sources, the largest of which has historically been the annual Ullrfest fundraiser dinner/auction. During the past two years, DPSEF also received PPP loans which, upon forgiveness, were recognized as grant income. The most effective way to deliver a high-quality ski program like DPSEF is through non-profit fundraising.





ULLRFEST:

UllrFest Community Celebration. DPSEF works with DPSR to organize and host the annual UllrFest torchlight parade and bonfire party at Diamond Peak Ski Resort. This has become a well-attended, family-oriented community event that brings everyone together in the community to celebrate ski culture and our community youth.

RECENT CONTRACT HISTORY

- **FALL 2011:** Contract renewed for three seasons: 2012-13, 2013-14, and 2014-15.
- **DEC 2014:** Contract renewed for three seasons: 2015-16, 2016-17, and 2017-18. The contract incorrectly stated that it was taking effect upon signing (Dec 2014) for three Winter seasons instead of taking effect one year later (Dec 2015). This date anomaly was corrected one year later by a note and initials added to the signature page, indicating the correct years covered, 2015-16, 2016-17, and 2017-18.
- **JANUARY 2018** Instead of a three-year term, the 2018 contract covers a five-year term but took the place of the prior contract for the Winter season, 2017-18, and then continued in 2018-19, 2019-20, 2020-21, and 2021-22. Thus, it effectively overlapped and superseded the final year of the prior contract renewal.

- **RECENT CONTRACT HISTORY CONTINUED:**

- **JUNE 2022** – Proposed Five-Year renewal. 7/1/2022 – 6/30/2027. A five-year term promotes predictability and sustainability, facilitates planning, and avoids the burden and distraction of more frequent contract renewals. The length of the contract term has never posed an adverse issue for the district. (In truth, a shorter contract term would weaken the foundation and the pursuit of its mission. We train and hire staff on a long-term basis – ideally for multiple years -- and likewise look to long-term sustainability whenever possible.)



JUNE 2022: SIGNIFICANT CONTRACT CHANGES.

The proposed renewal agreement contains very few changes, other than several economic adjustments in IVGID's favor and no adjustments in DPSEF's favor, highlighted as follows:

- 1. DPSEF provision of coaches' season passes eliminated.**
- 2. Race-day volunteer tickets and visiting coaches' tickets will be purchased by DPSEF at the minimum price required by IVGID Board Practice 6.2, dated March 1, 2022.**
- 3. Preferred season pass pricing for non-picture pass members, parents, and guardians is eliminated.**
- 4. Provision regarding collaboration for DPSEF facility development eliminated.**
- 5. DPSEF's desired facilities re-development will be covered separately in a future long-term land-use agreement to be crafted with IVGID.**

DPSEF PROMOTES RECREATION FROM AGES 5 TO 80, A CORE PURSUIT OF IVGID'S CHARTER:

- a. DPSEF fulfills winter recreational opportunities for several community youth and families ages 5 through 80 years old. Our latest growth segments among our member-athletes include an All-Mountain Team and a Masters team that includes both competitive Masters racers and other adults seeking to develop their skiing ability through training in gates and free-skiing with coaches. In addition to this, the very youngest age groups of mighty mites, shooting stars, and shredders are by far the predominant population group on the team.
- b. DPSEF's program has expanded over the years to include some year-long conditioning and dry land activities supervised by coaches.

DPSEF BENEFITS TO DPSR AND THE DISTRICT

- DPSEF provides a structured program for the advancement of free skiing and ski racing skills for over 200 athletes.
- Family Benefits – Family recreational fun while enjoying a day on the hill.
- Community building aspects, a place for families to meet outside and enjoy the nature of Tahoe.
- Program administration by DPSEF saves DPSR the substantial expense and resources required to run such a program.



In Closing,

We urge the Trustees to continue the ski team program at Diamond Peak, which pre-dates the District's acquisition of the resort. There are still Incline Village property owners that raised their kids on the ski team in the 1970s. The ski team is an attractive service/amenity that brings new residents to this community.

As stated previously, our overall mission is to provide a year-round program to develop each athlete's skill, grit, and integrity. To inspire and empower each of our athletes to achieve their personal goals in athletics and in life.

Our volunteer board works tirelessly, for no compensation, to make all this happen. We wish to carry on the good work of DPSEF for the historical benefit to the community. The lifelong learnings and mentorship provided to the athletes and families are compelling and invaluable. The DPSEF is committed to providing these benefits long into the future.

Sincerely,

DPSEF Board of Directors



DIAMOND PEAK
SKI EDUCATION FOUNDATION



MEMORANDUM

To: IVGID Board of Trustees, Tim Callicrate, Chairman
Indra Winqest, District General Manager
Mike Bandelin, Diamond Peak Ski Resort General Manager

From: Diamond Peak Ski Education Foundation (DPSEF)

Re: Renewal of Ski Team Operation Agreement between DPSEF and DPSR/IVGID
for Ski Team Operations at DPSR, July 1, 2022 through June 30, 2027.
IVGID Board of Trustees Meeting Date June 29, 2022

Date: June 22, 2022

The following is a summary of basic factual information and overview offered in support of DPSEF's proposed renewal of its operation agreement with DPSR/IVGID for the time period of July 1, 2022 through June 30, 2027.

Organization Information:

Diamond Peak Ski Education Foundation, a Nevada corporation
P.O. Box 5591
Incline Village, NV 89450
EIN#: 94-3015906

Contacts:

Stuart McLeod, President, stuart@dpsef.org
Luke Derrin, Program Administrator, luke@dpsef.org
Telephone Number: 775-832-1176

Local Nonprofit status:

DPSEF is qualified as a tax-exempt 501(c)(3) non-profit corporation. It is governed by a volunteer board of directors comprised of seven members, all of whom currently are Incline

Village property owners. It serves children, teenagers and adults in Incline Village. Its tax returns are publicly available.

Attached:

- IRS Determination Letter, May 5, 2008
- Four-year financial summary
- Pages 1-2, 2020 Form 990 (FYE 6/30/2021)
- Current Certificate of Insurance issued to DPSR

Attachments to Diamond Peak Ski Resort General Manager's Staff Report:

- DPSEF presentation/slideshow
- DPSEF financial summary
- Current (expiring) ski team agreement
- Redline of new proposed agreement over January, 2018 agreement
- Clean version of the new proposed agreement

Mission/Activities Summary:

"To establish, administer and promote an educational program for the development and training of skiers as a means of healthful recreation and physical fitness."

The full DPSEF Mission, Vision and Values is published at dpsef.org.

Contract Requirements:

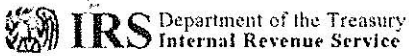
DPSEF has fulfilled all of its obligations under its expiring contract, as set forth in the expiring Diamond Peak Ski Race Team Agreement, dated January 30, 2018, including all items listed in Article 1, Parts A-N, of the expiring agreement.

Over the course of the expiring agreement, DPSEF, through its volunteer Board of Directors and paid staff, have managed the Diamond Peak Ski Team for the benefit of our local community, with competitive success at all age levels. Additionally, the team has succeeded in executing its primary mission of providing an educational program within our local community for the development and training of skiers as a means of healthful recreation and physical fitness. During the substantial shutdown and dislocation of our community caused by the Covid19 pandemic, DPSEF provided an early, important opportunity for 200+ athletes and parents to gather in a healthy outdoor environment.

Conclusion:

DPSEF respectfully requests that its operations agreement with DPSR/IVGID be renewed for the requested time period of July 1, 2022 through June 30, 2027.

Sincerely, Andy Wolf, DPSEF Vice President



Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248222025
May 05, 2008 LTR 4168C E0
94-3015906 000000 00 000
00019573
BODC: TE

DIAMOND PEAK SKI EDUCATION
FOUNDATION
PO BOX 5591
INCLINE VLG NV 89450-5591914

35511

Employer Identification Number: 94-3015906
Person to Contact: R Clemons
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your request of Apr. 24, 2008, regarding your tax-exempt status.

Our records indicate that a determination letter was issued in October 1991, that recognized you as exempt from Federal income tax, and discloses that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(2).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations I

DPSEF 990 Tax Return Highlights						
Fiscal Year End Date		6/30/2018	6/30/2019	6/30/2020	6/30/2021	6/30/2022
	Form 990 Line #	"2017"	"2018"	"2019"	"2020"	"2021"
Total Revenue	12	\$641,750	\$511,986	\$515,779	\$611,696	Not Available
Total Expenses	18	\$565,396	\$558,363	\$597,448	\$523,400	
Net income (revenue less expense)	19	\$76,354	(\$46,377)	(\$81,669)	\$88,296	
Notable Sources of Revenue						
Contributions & Grants	8	\$245,927	\$159,529	\$159,276	\$254,510	
Program Service Revenue	9	\$488,119	\$413,968	\$383,152	\$357,689	
Program Service Revenue (% of Total Expenses)	Line 9 / Line 18	86.33%	74.14%	64.13%	68.34%	
Notes					Grants include SBA/PPP loan of \$63,857 forgiven on 5/5/2021. (first of two.)	

Form 990

Return of Organization Exempt From Income Tax

OMB No. 1545-0047

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

2020

Department of the Treasury Internal Revenue Service

Do not enter social security numbers on this form as it may be made public. Go to www.irs.gov/Form990 for instructions and the latest information.

Open to Public Inspection

A For the 2020 calendar year, or tax year beginning JUL 1, 2020 and ending JUN 30, 2021

Form sections B through M: B Check if applicable, C Name of organization (DIAMOND PEAK SKI EDUCATION FOUNDATION), D Employer identification number (94-3015906), E Telephone number (775-832-1176), F Name and address of principal officer (TIMOTHY BRIGGS), G Gross receipts (\$630,103), H(a) Is this a group return, H(b) Are all subordinates included?, I Tax-exempt status, J Website (WWW.DPSEF.ORG), K Form of organization (Corporation), L Year of formation (1984), M State of legal domicile (NV).

Part I Summary

Table with 3 columns: Description, Prior Year, Current Year. Rows include: 1-7a Activities & Governance, 8-12 Revenue, 13-19 Expenses, 20-22 Net Assets or Fund Balances.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete.

Signature block fields: Sign Here (Signature of officer: TIMOTHY BRIGGS, TREASURER), Paid (Preparer: SUZANNE OLSEN), Preparer Use Only (Firm: CASEY NEILON INC., Address: 503 N DIVISION ST, CARSON CITY, NV 89703).

May the IRS discuss this return with the preparer shown above? See instructions [X] Yes [] No

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III

1 Briefly describe the organization's mission: TO ESTABLISH, ADMINISTER & PROMOTE AN EDUCATIONAL PROGRAM FOR THE DEVELOPMENT AND TRAINING OF SKIERS AS A MEANS OF HEALTHFUL RECREATION & PHYSICAL FITNESS

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? Yes No

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? Yes No

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses \$ 459,731. including grants of \$ 53,187.) (Revenue \$ 365,854.) IN FURTHERANCE OF THE ORGANIZATIONS' OBJECTIVES, THE FOUNDATION HIRES NATIONALLY RECOGNIZED AND CERTIFIED SKI INSTRUCTORS TO PROVIDE MULTIPLE LEVELS OF INSTRUCTION TO APPROXIMATELY 200 PARICIPANTS FROM NOVEMBER TO MAY.

4b (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4c (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4d Other program services (Describe on Schedule O.) (Expenses \$ including grants of \$) (Revenue \$)

4e Total program service expenses 459,731.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/01/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Menath Insurance, Inc 333 Village #203, Incline Village, NV, 89451		CONTACT NAME: PHONE (A/C, No, Ext): 7758313132 FAX (A/C No): 7758316235 E-MAIL ADDRESS: mike@menath.com PRODUCER CUSTOMER ID :	
INSURED Sports Marketing Program Management Inc. Diamond Peak Ski Education Foundation P.O. Box 5591 Incline Village, NV, 89451		INSURER(S) AFFORDING COVERAGE INSURER A : HDI Global Specialty SE NAIC # AA1340041 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES **CERTIFICATE NUMBER: A-SS-SU-22-05-09-252341** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> INCLUDES ATHLETIC PARTICIPANTS GENERAL AGGREGATE LIMIT APPLIES PER:	Y	N	HDGL003700495	06/01/2022	06/01/2023	EACH OCCURRENCE	\$ 1,000,000.00
							DAMAGE TO PREMISES RENTED (Any one premises)	\$ 300,000.00
							MED EXP (any one person)	\$ 5,000.00
							PERSONAL & ADV INJURY	\$ 1,000,000.00
							GENERAL AGGREGATE	\$ 2,000,000.00
							PRODUCTS - COMP/OP AGG	\$ 1,000,000.00
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTO <input type="checkbox"/> SCHEDULED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DEDUCTIBLE RETENTION \$	Y	N	HDEX003700217	06/01/2022	06/01/2023	EACH OCCURRENCE	\$ 4,000,000.00
							AGGREGATE	\$ 4,000,000.00
								\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below		N/A				WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	OTHER Abuse/Molestation Virtual online training/coaching/instruction	Y		HDGL003700495	06/01/2022	06/01/2023	Each Occurrence: \$ 50,000.00	Aggregate: \$ 100,000.00
A		Y		HDGL003700495	06/01/2022	06/01/2023	Under the GL Limits	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
LIABILITY POLICY DEDUCTIBLE: \$0.00 PER EACH BODILY INJURY OR PROPERTY DAMAGE CLAIM. ISO OCCURRENCE FORM CG 00 01 04 13 AND COMPANY'S SPECIFIC FORMS. Coverage for Participant Legal Liability requires that every participant signs a waiver/release. The certificate holder is named as Additional Insured with respect to negligent acts or omissions of the Named Insured and only with respect to the Operations of the Insured during the coverage period. RE: Scheduled Non-athletic Participant Fundraisers and Banquets, Big Mountain Program, 50 Instructors (continued on next page)

CERTIFICATE HOLDER Diamond Peak Ski Resort 1210 Ski Way Incline Village, NV, 89451	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Mark Di Perno
--	---

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AGENCY Menath Insurance, Inc		NAMED INSURED Diamond Peak Ski Education Foundation	
POLICY NUMBER HDGL003700495		P.O. Box 5591 Incline Village, NV, 89451	
CARRIER HDi Global Specialty SE	NAIC CODE AA1340041	EFFECTIVE DATE: 06/01/2022	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

8 Ski / Snowboard Camps, Dryland training (including supervised weight training), Alpine, Nordic and Freestyle Ski Races & Competitions, Alpine Ski, Snowboard Instruction Including a Freestyle Program



Diamond Peak Ski Race Team Agreement

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This agreement is between the Incline Village General Improvement District, a political subdivision of the state of Nevada ("District" or "IVGID"), which owns and operates the Diamond Peak Ski Resort, 1210 Ski Way, Incline Village, NV 89541 ("DPSR"); and the Diamond Peak Ski Education Foundation, Post Office Box 5591, Incline Village, NV 89450 ("DPSEF"), for the purpose of conducting a ski education program at DPSR.

District and DPSEF hereby agree to the following terms and conditions:

I. DPSEF'S RESPONSIBILITIES

District will allow DPSEF to undertake activities on its property and at DPSR, as follows:

- A. Provide all services pertaining to the coaching and training needs of all DPSEF programs, including Masters, U19, U16, U14, U12, U10, Mighty Mites, Freeride/ All Mountain, and Skier Cross Teams. DPSEF will not compete with DPSR programs.
- B. DPSEF will prepare schedules of competitions to be hosted by DPSEF and held at DPSR for submittal to the Mountain Operations Manager of DPSR or their designee by November 1 of each year for review and approval. Changes to this schedule must be submitted and approved no less than 48 hours prior to the event or cancellation of the event may result.
- C. DPSEF will conduct race meetings subject to U.S.S.A. standards for sanctioned races and provide services as needed for non-sanctioned races.
- D. DPSEF will formulate necessary practices and procedures for use of equipment, facilities, training and competition, for review and approval by the Mountain Operations Manager of DPSR or their designee. All practices and procedures must be approved in writing by the 1st of October each fall prior to the winter season.
- E. DPSEF representatives will adhere to the dress and conduct codes as set for all DPSR employees.



Diamond Peak Ski Race Team Agreement

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- F. DPSEF representatives and participants will adhere to the code of conduct as set for all DPSR employees and will conduct themselves in this manner at all times.
- G. DPSEF representatives and participants understand and abide by the "Your Responsibility Code" as well as all safety regulations of DPSR. DPSEF representatives shall further be responsible for insuring that all participants understand and abide by the "Your Responsibility Code" as well as the safety regulations set by DPSR.
- H. DPSEF will maintain the appearance and cleanliness of race department headquarters.
- I. DPSEF will reimburse DPSR or District for utility charges for the race department headquarters building.
- J. DPSEF representatives will be responsible to ensure that all DPSEF participants carry a valid season pass or a current day pass whenever they are using the ski area facilities.
- K. DPSEF will provide all of the necessary alpine training equipment.
- L. DPSEF will seek final approval by DPSR General Manager for any materials utilizing the DPSR logo. DPSEF will use the names DPSR on all race related equipment including but not limited to: race bibs, banners, gate panels and patches.
- M. DPSEF will designate one individual by 1 November of each operating season as the program "Head Coach". This person will act as the primary liaison with DPSR for the purposes of scheduling as well as daily supervision and conduct of program participants.
- N. The two designated parking spots provided by the District to DPSEF in the upper level parking lot at DPSR (Paragraph II (J), below) will be managed by the DPSEF staff, and not the DPSR staff, other than snow removal.



Diamond Peak Ski Race Team Agreement

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II. DISTRICT'S RESPONSIBILITIES

A. District, through DPSR, will make available portions of the mountain for production of the following races:

- Approximately four (4) Far West race events; and
- Approximately four (4) non-U.S.S.A. race events.

The location and scheduling of races will be by mutual agreement of DPSR and the DPSEF.

Initial slope grooming will be provided by DPSR for all DPSEF sponsored races. All other race production costs will be at DPSEF'S expense.

- B. DPSR will make available portions of the mountain for ski race training. Routine slope grooming will be provided, but is not guaranteed as to frequency or quality.
- C. DPSR will provide up to forty (40) photo ID (non-transferrable season ski passes) to DPSEF for the sole use of their race coaching staff.
- D. DPSR will provide up to thirty (30) race day ski comp tickets to be used by DPSEF race volunteers on the day of a DPSEF race only. In addition, DPSR will provide one race day ski comp ticket per eight (8) athletes registered to be used by visiting coaches on the day of a DPSEF race only.

It is DPSEF'S responsibility to see that these comp tickets are used only in conjunction with a DPSEF race. It will be the sole responsibility of DPSEF to assure that these tickets are never sold through any method currently available or yet available, particularly through the Internet. To assure this compliance, all these tickets will be date restricted.

- E. DPSR will supply office space and a locker room for the DPSEF race staff on the grounds of DPSR. DPSR and DPSEF will work collaboratively to identify opportunities for facilities needed by both



Diamond Peak Ski Race Team Agreement

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organizations. Any direct costs regarding feasibility of these alternatives will be shared equally by DPSR and DPSEF.

- F. All DPSEF race program participants who are IVGID Picture Pass Holders may purchase season ski passes from DPSR at the then-current picture pass holder rates. Members of DPSEF who are not IVGID Picture Pass Holders may purchase season ski passes from DPSR at a cost equal to the applicable, then-current IVGID Picture Pass Holder rate, plus \$10. Parents and legal guardians of DPSEF members who are not IVGID Picture Pass Holders may likewise purchase season ski passes from DPSR at a cost equal to the applicable, then-current IVGID Picture Pass Holder rate, plus \$10.
- G. Diamond Peak Ski Resort will provide and facilitate the sale by DPSEF of Discounted Daily Lift Tickets ("DDLT") to participants in DPSEF racing events and, in the case of youth races U18 and younger, for the race participants' parents. DDLT per-day-ticket-pricing will be established once each ski season by agreement between DPSEF and DPSR management no later than November 1 prior to the start of the ski season ("DDLT Price"). Revenue from DDLT sales will be split 50%/50% between DPSEF and DPSR. This split will be achieved by the following billing and payment method: DDLT lift ticket requests must be submitted to DPSR no less than 2 days before race day. Prior to each race day, DPSR will print a -block of DDLT tickets for sale by DPSEF in the morning of each race. DPSR will invoice DPSEF for the DDLT at 50% of the DDLT Price. DPSEF will then sell the DDLT each morning on race days. Any unused or unsold DDLT will be returned to DPSR the same day after conclusion of the race event, for a full credit against the price so invoiced. Payment for all DDLT per the invoice will be made by DPSEF to DPSR within 30 days after each race, with full credit for the DDLT so returned.

Example: Assume that DPSR prints and delivers 300 DDLT for a Tahoe League Race, and assume that the DDLT Price that season is \$44. DPSR will invoice DPSEF 300 x \$22 for that block of tickets. (i.e., $\$44 \times 0.5 = \22.00) If DPSEF sells only 200 of those tickets, it will return the 100 unsold tickets to DPSR the same day at the conclusion of the race event, along with a



Diamond Peak Ski Race Team Agreement

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written report stating the number of tickets sold from that block (i.e., 200). (See Part VII (D), below.) DPSEF will remit 200 x \$22.00 to DPSR within thirty days after the race.

- H. DPSR will make available the base lodge for DPSEF team functions as may be agreed by DPSR General Manager and DPSEF. Any such function will be conducted during times that are outside of DPSR's normal operating hours and require no DPSR staff labor to support, such as clean up, set up, etc. DPSEF may use the "Fireplace Room" in the base lodge for lunches, training breaks, meetings, athlete video analysis, etc., when not in use by the DPSR Sierra Scouts lunch program or other events /programs scheduled by DPSR or the District.
- I. DPSR will provide up to forty (40) identified non-transferrable fifty percent (50%) off food passes for the DPSEF coaches. These passes cannot be used to purchase food and/or non-alcoholic beverages for anyone but the passholder. DPSR shall have the exclusive right, and at its discretion, to revoke any pass at any time for any reason. Any purchases made for anyone other than the passholder is an example of when revocation could occur.
- J. The District will provide DPSEF certain designated/reserved parking spaces, as follows:
 - (i) The District will provide DPSEF two (2) designated parking spaces in the upper level parking lot at DPSR in close proximity to the DPSR base lodge for use by DPSEF at DPSEF's sole discretion, including DPSEF's assignment of the use of the spaces to anyone determined by DPSEF.
 - (ii) During the DPSR ski season, at the discretion of the District's General Manager, the District may provide DPSEF up to six (6) parking spaces on District Property, off-site from DPSR (at a location to be determined by the District General Manager), for DPSEF's parking of its team transport vehicles and equipment trailers. DPSEF may keep its team transport vehicles and equipment trailers on DPSR grounds during the off-season, at a location determined by the DPSR General Manager.

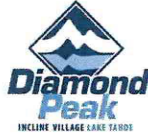


Diamond Peak Ski Race Team Agreement

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III. STANDARDS OF OPERATION

- A. Standards for routine race training will be followed as set forth in the "Standards of Operation for Routine Ski Race Training" hereto attached as **Exhibit A**.
- B. Standards for ski race production will be followed as set forth in the "Standards of Operation for Race Production" hereto attached as **Exhibit B**.
- C. DPSEF will not have exclusive rights or access to the DPSR facilities. Use of the DPSR facilities by DPSEF is under the sole discretion of the DPSR General Manager.
- D. The administration and organization of the DPSEF race program will be the direct responsibility of the DPSEF Head Coach. All activities taking place on the grounds of DPSR will require the approval, in advance, of the Mountain Operations Manager of DPSR or their designee.
- E. The DPSEF ski team will be identified as the "Diamond Peak Ski Team, also known as "DPST" and "DPSEF".
- F. DPSR reserves the right to produce its own races.
- G. Prior written consent must be obtained from the General Manager of DPSR before any event to be held on the premises may be scheduled or advertised by DPSEF.
- H. Any DPSEF use of DPSR equipment (including, but not limited to copy machine, typewriters, paper goods, etc.) will be allowed by DPSR only on a second priority basis after the needs of DPSR: its prior consent is required. Paper may be purchased per 500-piece unit at cost from DPSR. The copy machine may be used at cost at \$.05 per individual copy. The FAX machine may be used at a cost per phone call. All costs are payable upon receipt of monthly invoice.



Diamond Peak Ski Race Team Agreement

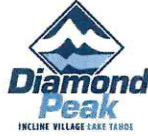
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- I. At no time is the DPSEF to compete with or infringe upon the program offers of the DPSR Child Ski Center. DPSEF will not allow enrollment of any child in its program that will not be at least six (6) years of age by January 1" of the pertinent ski season, unless the following conditions are met to the satisfaction of DPSR General Manager:
 - (i) The child must have completed and successfully "graduated" from the DPSR Child Ski Center programs
 - (ii) If the child has relocated to the area and has already successfully completed a training program with another ski area or ski areas, the child must complete and pass a "ski off" test to be administered by the DPSR Child Ski. Center Manager or appropriate designee.
 - (iii) Children under six (6) entering the DPSEF will need to demonstrate that they are able to load and unload safely from a quad chairlift.
- J. Standards for loading and unloading chairlifts are attached as **Exhibit C**.
- K. Conflict of Interest standards applicable to this agreement are attached and incorporated by reference as **Exhibit D**.

IV. TRAINING PROGRAMS

DPSEF will provide a list of its alpine skiing programs, including price structures, at least once annually to the DPSR General Manager. DPSEF participation fees do not include the required season ski pass to DPSR.

DPSR realizes that some modifications to programs may be necessary due to participants' unknown future needs and demands. DPSEF must obtain prior consent from the DPSR, General Manager before any changes are made in the types of athletic programs and activities being offered by DPSEF.



Diamond Peak Ski Race Team Agreement

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V. CHILD ABUSE PREVENTION

DPSEF agrees to comply with the District's personnel policy and ensure that any of the DPSEF personnel, eighteen (18) years or older, who supervises or have routine contact with children under the age of sixteen (16) years, will undergo background checks conducted by DPSEF and approved by the District. Any DPSEF staff member who fails to pass the background check or fails to cooperate in those checks will be terminated by DPSEF. All expenses incurred in conducting these background checks will be the responsibility of DPSEF.

VI. COMPLIANCE WITH LAWS

- A. DPSEF will comply with all local, state and federal laws pertaining to the operation of a business of its type (i.e., an athletic education foundation) and will obtain any permits or licenses required.
- B. DPSEF will meet all local, state and federal laws pertaining to minimum wage, workers' compensation insurance, unemployment insurance, taxes, social security and any other mandated employer contributions.

VII. COLLECTION OF ALL RACE EVENT FEES

- A. Collection of DPSEF race program tuition will be the responsibility of the DPSEF.
- B. All DPSEF race program tuition will be the property of the DPSEF.
- C. All race fees, head taxes and any additional fees will be collected by DPSEF.
- D. Ski Lift ticket sales for event entrants will be conducted by DPSEF staff with daily sales reporting provided to the DPSR Ticketing Department the same day as the event. See Paragraph II (G), above.
- E. All race fees will be the property of DPSEF.
- F. Payment of any required fees and dues to the U.S.S.A. will be the



Diamond Peak Ski Race Team Agreement

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responsibility of DPSEF.

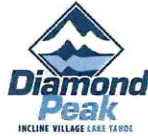
- G. DPSEF will submit an invoice to DPSEF for event fees forty eight (48) hours after the event for remittance from DPSEF to DPSR within thirty (30) days.

VIII. INDEMNIFICATION

DPSEF agrees to indemnify and hold harmless District, and the DPSR, and all of its Trustees (past and present), its officers, employees, and agents from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature against or incurred or which may be imposed upon any of them for physical or emotional injury or the death of any person(s), or damage or loss to any property as a result of or arising out of performance under the terms of this contract, excepting only liability arising out of the sole negligence of DPSR.

IX. INSURANCE

- A. With respect to performance under this agreement, DPSEF shall maintain the following insurance:
 - 1. Comprehensive general liability insurance with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include products/completed operations liability, blanket contractual liability, personal injury liability, and broad form property damage coverage. Such insurance shall:
 - a. Name District/DPSR as additional insured; and
 - b. Be primary with respect to any insurance or self-insurance programs maintained by District/DPSR; and
 - c. Contain standard cross liability provisions.
 - 2. Workers' compensation insurance which complies with the CDS of Nevada regulations.
- B. DPSEF shall furnish properly executed certificates of insurance to DPSR prior to signing this agreement. Such certificate shall:



Diamond Peak Ski Race Team Agreement

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1. Clearly evidence all coverage required above, including specific evidence of a separate endorsement naming District and DPSR as an insured, as well as all exclusions to the policies;
2. Indicate whether coverage provided is on a claims-made or occurrence basis;
3. Provide that such insurance shall not be materially changed, terminated or allowed to expire except on thirty (30) days' prior written notice to District; and
4. Be forwarded to:

Incline Village General Improvement District
Director of Finance
893 Southwood Boulevard
Incline Village, Nevada 89451

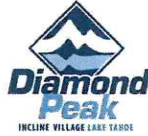
- C. If DPSEF, for any reason, fails to maintain insurance coverage which is required pursuant to this agreement, the same shall be deemed a material breach of contract. District at its sole option, may terminate this agreement and obtain damages from the DPSEF resulting from said breach. Alternatively, District may purchase such required insurance coverage, and charge DPSEF for the premiums incurred.

X. INDEPENDENT STATUS

DPSEF in all respects shall serve as an independent contractor and shall not in any respect serve as an agent or employee of District or DPSR. DPSEF shall have no authority to financially obligate District or DPSR, or otherwise commit any of District's resources for any purpose whatsoever. DPSEF will hold District and DPSR harmless from any and all claims or liability and indemnify them from any liability arising out of DPSEF's activities on the hill, whether under this contract or otherwise.

XI. DEFAULT

In the event of default of any terms of this agreement by DPSEF, District and DPSR



Diamond Peak Ski Race Team Agreement

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reserve the right to cancel all programs and races listed in this agreement after providing DPSEF with written notice of default and the opportunity to correct same within fourteen (14) days.

XII. ACCESS TO RECORDS

DPSEF shall keep adequate financial records to account for the collection and expenditure of funds under this agreement. DPSEF shall make these financial records available to District and its agents, upon request.

XIII. AMENDMENTS

Both the DPSEF and District hereto reserve the right to make amendments to this agreement after execution of the agreement. Any amendments will be effective only when made in writing and approved and signed by both the DPSEF and District.

XIV. TERM

This agreement shall be binding upon its execution by both parties. The term of this agreement shall commence on December 14, 2017, and expire on June 30, 2022 (i.e., five (5) winter ski seasons).

DPSR makes no warranty as to the amount of snow or length of season and it is at the sole discretion of DPSR whether or not to open the ski resort for any activities whether or not the DPSEF has races scheduled or not.

District reserves the right to suspend or terminate the agreement, or services hereunder, for default, upon written notice as per paragraph XI. Upon termination, District reserves the right to award all or any portion of the agreement to another party.

XV. ASSIGNMENT

This agreement will not be assigned by DPSEF without the written agreement of District. No part of this agreement may be subcontracted by DPSEF, without the prior written approval of District. The agreement shall automatically terminate upon the sale or lease of DPSR for operation other than by the District.



Diamond Peak Ski Race Team Agreement

XVI. SIGNATURE REQUIREMENTS

Authorized representation of DPSEF shall be indicated on all documents by the presence of two (2) signatures: the signature of the President and the signature of the Secretary.

XVII. ATTORNEY'S FEES

Should any dispute arise hereunder the prevailing party shall be entitled to recover, along with any damages it may incur, its actual costs and a reasonable attorney's fee.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names on this day, this 30th day of January, 2018.

Approved as to Form:

By: [Signature]
Jason Guinasso
District General Counsel

Incline Village General Improvement District

By: [Signature]
Steven J. Pinkerton
District General Manager

Diamond Peak Ski Education Foundation

By: [Signature]
DPSEF President

By: [Signature]
DPSEF Secretary



Diamond Peak Ski Race Team Agreement

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EXHIBIT A

**Standards of Operation For Routine Ski Race Training As Established
by Diamond Peak Ski Resort Management
(Standards of Operation, Paragraph III (A))**

1. Space for race training courses may be restricted or canceled due to weather, crowds, and snow conditions. Setting of race courses is at the discretion of the DPSR Mountain Operations Manager or his designee.
2. The responsible race coach will check for instructions with the DPSR Mountain Operations Manager or his designee before any training course is set. Race training schedule will be submitted to the Mountain Operations Manager and approved weekly one (1) week prior to taking effect.
3. Training gates and equipment will be taken up the lift only by the responsible coach unless permission is obtained from the DPSR Lift Supervisor or DPSR Mountain Operations Manager.
4. After training, the course will be side slipped to the satisfaction of the DPSR Mountain Manager or his designee. Adequate time will be allotted by the responsible coach so as not to delay lift opening or closing time.
5. The average number of training courses will be two (2), though some flexibility may be allowed at the discretion of the DPSR Mountain Operations Manager or his designee.
6. Use, type and display location of any sponsorship materials may be approved by DPSR General Manager.



Diamond Peak Ski Race Team Agreement

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EXHIBIT B

**Standards of Operation For Race Production
As Established by Diamond Peak Ski Resort Management
(Standards of Operation, Paragraph III (B))**

1. Races at DPSR will not be scheduled by the DPSEF without prior consent by the DPSR Mountain Operations Manager or his/her designee.
2. A Race Information Sheet will be circulated to the DPSR Mountain Operations Manager at least two (2) weeks before a scheduled race.
3. All pre-race and race day registration will be the responsibility of the DPSEF. Race Registration must be set up and operational at least three (3) hours prior to race start. Race Registration location will be cooperatively determined by DPSEF and DPSR General Manager or their designee. As soon as Registration is complete, DPSEF will return the area to its proper order.
4. Machine grooming of the race course will be the responsibility of DPSR. The final machine groomed surface will not be guaranteed because of changing weather or snow conditions. Final course preparation (side slipping, boot packing and course setting) will be the responsibility of the DPSEF race department.
5. Installation of all crowd control fencing will be the responsibility of the DPSR Ski Patrol. "B-Netting" and speed control fencing will be the responsibility of DPSEF.
6. All race courses, start and finish areas, and line up area clean-up will be the responsibility of the DPSEF race department to the satisfaction of the DPSR Mountain Operations Manager.
7. Lift line cutting privileges will be only at the discretion of DPSR Mountain Operations Manager.
8. Use, type and display location of sponsorship materials may be approved by DPSR General Manager
9. Periodically, DPSR Ski Patrol Director will confer with DPSEF Head coach to facilitate DPSEF's preparation of a written race event medical plan required by USSA Competition rules.



Diamond Peak Ski Race Team Agreement

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EXHIBIT C

**Standards of Lift Operations as Established by DPSEF
(Standards of Operation, Paragraph III (I))**

Diamond Peak Ski Team Lift Procedures (must always be followed):

1. Obey all the Signs and Procedures maintained and established by the Resort.
2. Sit all the way back on the seat with back against back of seat. (Yes, we know that this is not comfortable for smaller kids, as their legs will be straight out in front and not bent at the knees, but it is the safest position).
3. Hold on to the side arms or center bar.
4. Sit facing forward.
5. Pay attention •• do not fuss with clothing, equipment or food.
6. Absolutely no horseplay will be tolerated.
7. When a coach is loading with children, and a child does not make it safely onto the chair before the end of the loading zone, the coach is not to attempt to pull them onto the chair. Misloaded children should be guided into the catch pits at the end of the loading zones.
8. Children under 51 inches (measured with skis and helmet on) will not be allowed to ride any lift by themselves, regardless of age or ability level.

Diamond Peak Ski Team Lift Guidelines (Children, parents and staff must use their own judgement as to when to apply):

1. Follow the Guidelines established by the Resort according to your own judgement.
2. Smaller children should sit in seats 1 and 4 (outside seats) so that they can grab the side arms.
3. On lifts equipped with a chair bar, children who are large and strong enough to lower and raise the bar safely should lower the safety bar.



Diamond Peak Ski Race Team Agreement

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EXHIBIT C

**Standards of Lift Operations as Established by DPSEF
(Standards of Operation, Paragraph III (I))
(continued)**

Coaches will be encouraged to do the following:

1. During early load mornings and whenever lift lines permit, U12, U10, Tahoe League and Mighty Mites will ride two (2) children per chair unless accompanied by an adult (coach, parent or reasonably proficient bystander).

Parents are encouraged to do the following:

1. Talk to your kids about assuming responsibility for their actions.
2. Speak with coaches and Ski Patrol to determine for yourself if you want your children to lower the bar when unaccompanied by an adult.
3. Speak with coaches and Ski Patrol to determine for yourself if you want your children to ride in positions other than 1 and 4 on the chair.
4. Ride the lift with your children when you feel appropriate for example on very windy, icy, rainy, cold times when the chairs are the most slippery.
5. Report horseplay to coaches or Ski Patrol when you see it.



Diamond Peak Ski Race Team Agreement

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**EXHIBIT D
Conflicts of Interest Standards**

The following standards shall be used to identify potential or actual conflicts of interest arising under this agreement:

1. The District, DPSSR and their respective officers, trustees and managerial employees shall comply with the District's internal conflict of Interest policies and procedures, as amended from time to time.
2. DPSEF and its officers, directors and managerial employees shall comply with DPSEF's internal conflict of Interest policies and procedures, as amended from time to time.



Diamond Peak Ski Race Team Agreement

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This agreement is between the Incline Village General Improvement District, a political subdivision of the state of Nevada ("District" or "IVGID"), which owns and operates the Diamond Peak Ski Resort, 1210 Ski Way, Incline Village, NV 89541 ("DPSR"); and the Diamond Peak Ski Education Foundation, Post Office Box 5591, Incline Village, NV 89450 ("DPSEF"), for the purpose of conducting a ski education program at DPSR. DPSEF is a tax-exempt 501c3 Nevada nonprofit corporation.

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District and DPSEF hereby agree to the following terms and conditions:

I. DPSEF'S RESPONSIBILITIES

District will allow DPSEF to undertake activities on its property and at DPSR, as follows:

- A. Provide all services pertaining to the coaching and training needs of all DPSEF programs, including any or all of the following, in DPSEF's discretion: Alpine Masters, U21, U189, U16, U14, U12, U10, Mighty Mites, Shooting Stars, Shredders, Freeride/ All Mountain, and Skier Cross Teams. DPSEF will not compete with DPSR programs.
- B. DPSEF will prepare schedules of any competitions to be hosted by DPSEF and held at DPSR for submittal to the ~~Mountain Operations Manager of DPSR or their designee~~ General Manager of DPSR or his/her designee by November 1 of each year for review and approval. Changes to this schedule must be submitted and approved no less than 48 hours prior to the event or cancellation of the event may result.
- C. DPSEF will conduct any race meetings-competitions in accordance with the applicable subject to U.S.S.A. standards of U.S. Ski & Snowboard ("USS&S"), Far West Division, and other applicable standards for sanctioned eventsraces, and provide services as needed for non-sanctioned races. Provided, however, DPSEF shall not be required to schedule, staff or host any competitions except in its discretion, in coordination and consultation with DPSR.
- D. DPSEF will formulate necessary practices and procedures for use of equipment, facilities, training and competition, for review and approval by the ~~Mountain Operations Manager of DPSR or their designee~~ General Manager of DPSR or his/her designee. All practices and procedures must

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Diamond Peak Ski Race Team Agreement

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be approved in writing by the 1st of ~~October~~ November each Fall prior to the Winter season.

- E. DPSEF representatives will adhere to the dress and conduct codes as set for all DPSR employees.
- F. DPSEF representatives and participants will adhere to the code of conduct as set for all DPSR employees and will conduct themselves in this manner at all times.
- G. DPSEF representatives and participants understand and abide by the "Your Responsibility Code" published by the National Ski Areas Association, as well as all safety regulations of DPSR. DPSEF representatives shall further be responsible for insuring that all participants understand and abide by the "Your Responsibility Code" as well as the safety regulations set by DPSR.
- H. DPSEF will maintain the appearance and cleanliness of ~~race department headquarters~~ the race team building.
- I. DPSEF will reimburse DPSR or District for utility charges for the race ~~department headquarters~~ team building.

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Diamond Peak Ski Race Team Agreement

J. DPSEF representatives will be responsible to ensure that all DPSEF participants carry a valid season pass or a current day pass whenever they are using the ski area facilities.

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K. DPSEF will provide all of the necessary alpine training equipment for its programs.

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L. DPSEF will seek final approval by DPSR General Manager for any materials utilizing the DPSR logo. DPSEF will use the names DPSR on all race related equipment including but not limited to: race bibs, banners, gate panels, fencing, and patches.

M. DPSEF will designate one individual by 1 November of each operating season as the program "Head Coach". This person will act as the primary liaison with DPSR for the purposes of scheduling as well as daily supervision and conduct of program participants.

N. The two designated parking spots provided by the District to DPSEF in the upper level parking lot at DPSR (Paragraph II (J), below) will be managed by the DPSEF staff, and not the DPSR staff, other than snow removal.

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II. DISTRICT'S RESPONSIBILITIES

A. District, through DPSR, will make available portions of the mountain for production of the following races:

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- Approximately four (4) USS&S Far West race events; and
- Approximately four (4) non-U.S.S.A.USS&S race events.

The location and scheduling of races will be by mutual agreement of DPSR and the DPSEF.

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Initial slope grooming will be provided by DPSR for all DPSEF sponsored races. All other race production costs will be at DPSEF'S expense.

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B. DPSR will make available portions of the mountain for ski race training. Routine slope grooming will be provided, but is not guaranteed as to frequency or quality.

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C. Minimum Prices to be Charged for Lift Tickets Provided to DPSEF, IVGID

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Diamond Peak Ski Race Team Agreement

Board Practice 6.2, dated March 1, 2022, as may be amended from time to time- ("Practice 6.2"), establishes certain criteria for the pricing of access to District's recreation facilities, including criteria for the discounts which may be given to local community focused non-profit organizations for their use of the District's recreation facilities, including DPSR. As used herein, the term "Minimum Price," shall mean the minimum price which must be charged pursuant to Practice 6.2 to a community focused non-profit organization, for a lift tickets at DPSR, as determined from time-to-time by DPSR. DPSR will provide up to forty (40) photo ID (non-transferrable season ski passes) to DPSEF for the sole use of their race coaching staff.

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- D. DPSEF will provide DPSEF up to thirty (30) race day ski lift comp tickets per competition date, at the "Minimum Price" defined belowabove, to be used by DPSEF race volunteers on the day of a DPSEF race only. In addition, for each competition date, DPSR will provide DPSEF one (1) race day ski complift ticket-, at the "Minimum Price" defined above, per every eight (8) athletes registered for a race competition, to be used by visiting coaches of such athletes on the day of a DPSEF race only. The tickets described in this Paragraph "D" are sometimes referred to herein as "comp tickets," even though DPSEF will pay DPSR for them at the "Minimum Price" defined belowabove.

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It is DPSEF'S responsibility to see that these comp tickets are used only in conjunction with a DPSEF race. It will be the sole responsibility of DPSEF to assure that these tickets are never sold or traded through any method currently available or yet available, particularly through the Internet. To assure this compliance, all of these tickets will be date restricted.



Diamond Peak Ski Race Team Agreement

E. DPSR will supply office space and a locker room for the DPSEF race staff on the grounds of DPSR. ~~DPSR and DPSEF will work collaboratively to identify opportunities for facilities needed by both organizations. Any direct costs regarding feasibility of these alternatives will be shared equally by DPSR and DPSEF.~~

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F. All DPSEF race program participants who are IVGID Picture Pass Holders may purchase season ski passes from DPSR at the ~~then-current applicable picture pass holder rates. Members of DPSEF who are not IVGID Picture Pass Holders may purchase season ski passes from DPSR at a cost equal to the applicable, then-current IVGID Picture Pass Holder rate, plus \$10. Parents and legal guardians of DPSEF members who are not IVGID Picture Pass Holders may likewise purchase season ski passes from DPSR at a cost equal to the applicable, then-current IVGID Picture Pass Holder rate, plus \$10.~~

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G. Diamond Peak Ski Resort will provide and facilitate the sale by DPSEF of Discounted Daily Lift Tickets ("DDLTL") to participants in DPSEF racing events and, in the case of youth races U18 and younger, for the race participants' parents. ~~Not later than May 15th of each year, DPSR will provide DPSEF an estimate of the anticipated DDLT ticket price for the following Winter Season, for DPSEF's use. The final DDLT per-day-ticket -pricing for each Winter season will be established once each ski season by agreement between DPSEF and DPSR and reported to DPSEF management no later than the 15th 1st day of May November, prior to the following upcoming Winter season November 1 prior to the start of the ski season ("DDLTL Price").~~ Revenue from DDLT sales will be split 50%/50% between DPSEF and DPSR, ~~with an upward adjustment in DPSR's favor as may be required to assure DPSR's recovery of the Minimum Price defined in Paragraph II(D), above. (This adjustment is detailed at the end of this paragraph.)~~ This split will be achieved by the following billing and payment method: DDLT lift ticket requests must be submitted to DPSR no less than 2 days before race day. Prior to each race day, DPSR will print a -block of DDLT tickets for sale by DPSEF in the morning of each race. DPSR will invoice DPSEF for the DDLT at 50% of the DDLT Price. DPSEF will then sell the DDLT each morning on race days. Any unused or unsold DDLT will be returned to DPSR the same day after conclusion of the race event, for a full credit against the price so invoiced. Payment for all DDLT per the invoice will be made by DPSEF to DPSR within 30 days after each race, with full credit for the DDLT so returned.

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Diamond Peak Ski Race Team Agreement

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~~G. ➤ Adjustment: Notwithstanding anything to the contrary stated above, in the event that DPSR's 50% share of the foregoing DDLT Price is below the Minimum Price defined in Paragraph II(D), above, then DPSR's share and the corresponding payment by DPSEF to DPSR will be increased from said 50% share up to the Minimum Price.~~

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~~Example: Assume that DPSR prints and delivers 300 DDLT for a Tahoe League Race, and assume that the DDLT Price that season is \$44. DPSR will invoice DPSEF 300 x \$22 for that block of tickets. (i.e., \$44 x 0.5 = \$22.00) If DPSEF sells only 200 of these tickets, it will return the 100 unsold tickets to DPSR the same day at the conclusion of the race event, along with a written report stating the number of tickets sold from that block (i.e., 200). (See Part VII (D), below.) DPSEF will remit 200 x \$22.00 to DPSR within thirty days after the race.~~

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H. DPSR will make available the base lodge for DPSEF team functions as may be agreed by DPSR General Manager and DPSEF. Any such function will be conducted during times that are outside of DPSR's normal operating hours and require no DPSR staff labor to support, such as clean up, set up, etc. DPSR will charge DPSEF for such use, in accordance with Practice 6.2, mentioned above. DPSEF may use the "Fireplace Room" in the base lodge for lunches, training breaks, meetings, athlete video analysis, etc., when not in use by the DPSR Sierra Scouts lunch program or other events /programs scheduled by DPSR or the District.

~~I. DPSR will provide up to forty (40) identified non-transferrable fifty percent (50%) off food passes for the DPSEF coaches. These passes cannot be used to purchase food and/or non-alcoholic beverages for anyone but the passholder. DPSR shall have the exclusive right, and at its discretion, to revoke any pass at any time for any reason. Any purchases made for anyone other than the passholder is an example of when revocation could occur[Deleted].~~

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J. The District will provide DPSEF certain designated/reserved parking spaces, as follows:

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(i) The District will provide DPSEF two (2) designated parking spaces in the upper level parking lot at DPSR in close proximity to the DPSR base lodge for use by DPSEF at DPSEF's sole discretion, including DPSEF's assignment of the use of the spaces to anyone determined by DPSEF.



(ii) During the DPSR ski season, at the discretion of the District's General Manager, the District may provide DPSEF up to six (6) parking spaces on District Property, off-site from DPSR (at a location to be determined by the District General Manager), for DPSEF's parking of its team transport vehicles and equipment trailers. DPSEF may keep its team transport vehicles and equipment trailers on DPSR grounds during the off-season, at a location determined by the DPSR General Manager.

(ii)

III. STANDARDS OF OPERATION

A. Standards for routine race training will be followed as set forth in the "Standards of Operation for Routine Ski Race Training" hereto attached as Exhibit A.

B. Standards for ski race production will be followed as set forth in the "Standards of Operation for Race Production" hereto attached as Exhibit B.

C. DPSEF will not have exclusive rights or access to the DPSR facilities. Use of the DPSR facilities by DPSEF is under the sole discretion of the DPSR General Manager.

D. The administration and organization of the DPSEF race program will be the direct responsibility of the DPSEF Head Coach. All activities taking place on the grounds of DPSR will require the approval, in advance, of the ~~Mountain Operations Manager of DPSR or their designee~~ General Manager of DPSR or his/her designee.

E. The DPSEF ski team will be identified as the "Diamond Peak Ski Team, a/k/a "DPST" and "DPSEF".

F. DPSR reserves the right to produce its own races.

G. Prior written consent must be obtained from the General Manager of DPSR or his/her designee before any event to be held on the premises may be scheduled or advertised by DPSEF.

H. ~~Any DPSEF use of DPSR equipment (including, but not limited to copy machine, typewriters, paper goods, etc.) will be allowed by DPSR only on a second priority basis after the needs of DPSR: its prior consent is required. Paper may be purchased per 500-piece unit at cost from DPSR. The copy~~

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Diamond Peak Ski Race Team Agreement

~~machine may be used at cost at \$.05 per individual copy. The FAX machine may be used at a cost per phone call. All costs are payable upon receipt of monthly invoice[Deleted.]~~

~~I. At no time is the DPSEF to compete with or infringe upon the programs offers offered by of the DPSR Child Ski Center. DPSEF will not allow enrollment of any child in its program that will not be at least six five (56) years of age by January 4December 31st of the pertinent ski season, unless the following conditions are met to the satisfaction of DPSR General Manager:~~

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- ~~I. (i.)The child must have completed and successfully "graduated" from the DPSR Child Ski Center programs~~
- ~~(ii.)If the child has relocated to the area and has already successfully completed a training program with another ski area or ski areas, the child must complete and pass a "ski off" test to be administered by the DPSR Child Ski Center Manager or appropriate designee.~~
- ~~(iii.)Children under six (6) entering the DPSEF will need to demonstrate that they are able to load and unload safely from a quad chairlift.~~

- J. Standards for loading and unloading chairlifts are attached as **Exhibit C.**
- K. Conflict of Interest standards applicable to this agreement are attached and incorporated by reference as **Exhibit D.**

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IV. TRAINING PROGRAMS

DPSEF will provide a list of its alpine skiing programs, including price structures, at least once annually to the DPSR General Manager. DPSEF participation fees do not include the required season ski pass to DPSR.

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DPSR realizes that some modifications to programs may be necessary due to participants' unknown future needs and demands. DPSEF must obtain prior consent from the DPSR General Manager before any changes are made in the types of athletic programs and activities being offered by DPSEF.

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V. CHILD ABUSE PREVENTION



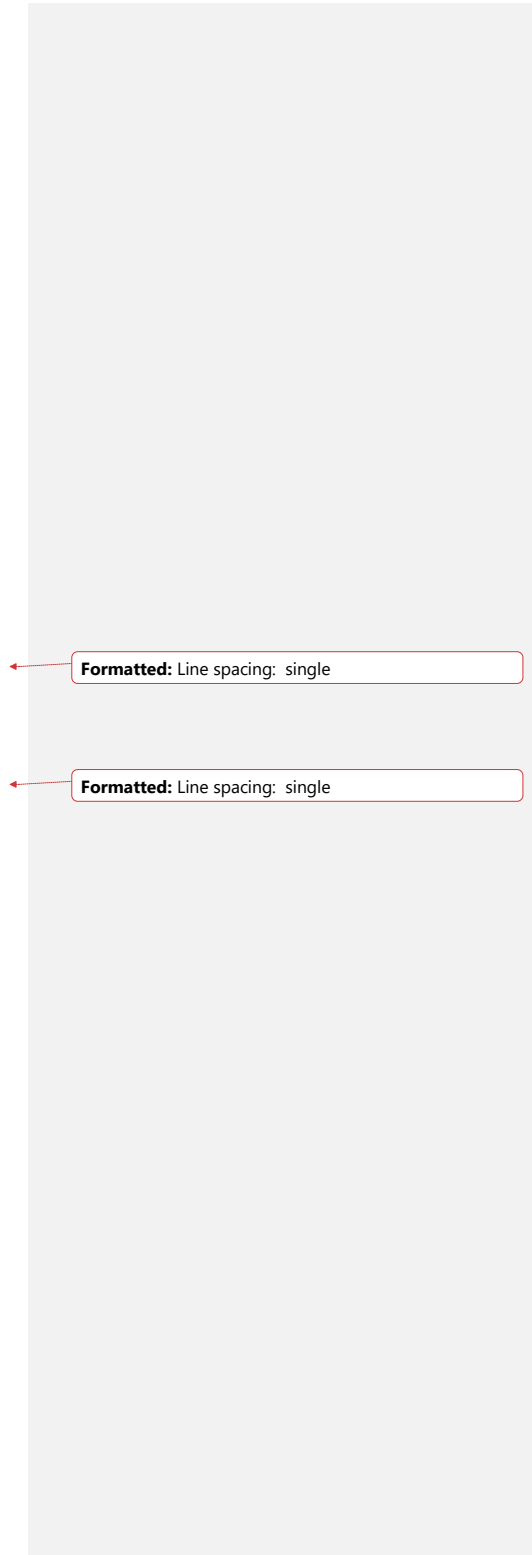
Diamond Peak Ski Race Team Agreement

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DPSEF will assure its ongoing compliance with SafeSport and agrees to comply with the District's personnel policy and ensure that any of the DPSEF personnel, eighteen (18) years or older, who supervises or have routine contact with children under the age of sixteen (16) years, will undergo background checks conducted by DPSEF and approved by the District. Any DPSEF staff member who fails to pass the background check or fails to cooperate in those checks will be terminated by DPSEF. All expenses incurred in conducting these background checks will be the responsibility of DPSEF.

VI. COMPLIANCE WITH LAWS

- A. DPSEF will comply with all local, state and federal laws pertaining to the operation of a business of its type (i.e., an athletic education foundation) and will obtain any permits or licenses required.
- B. DPSEF will meet all local, state and federal laws pertaining to minimum wage, workers' compensation insurance, unemployment insurance, taxes, social security and any other mandated employer contributions.



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VII. COLLECTION OF ALL RACE EVENT FEES

- A. Collection of DPSEF race program tuition will be the responsibility of the DPSEF.
- B. All DPSEF ~~race program tuition program service fees, including tuition,~~ will be the property of the DPSEF.
- C. All race fees, head taxes and any additional fees will be collected by DPSEF.
- D. Ski Lift ticket sales for event entrants will be conducted by DPSEF staff with daily sales reporting provided to the DPSR Ticketing Department the same day as the event. See Part II (G), above.
- ~~E.~~ All race fees will be the property of DPSEF.
- ~~E.~~
- F. Payment of any required fees and dues to the ~~U.S.S.A. USS&S~~ will be the responsibility of DPSEF.
- G. DPSR will submit an invoice to DPSEF for event fees forty eight (48) hours after the event for remittance from DPSEF to DPSR within thirty (30) days.

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VIII. INDEMNIFICATION

DPSEF agrees to indemnify, defend and hold harmless ~~District, and the~~ DPSR, ~~the District, and and~~ all of its Trustees, ~~(past and present), its~~ officers, ~~and~~ employees, ~~and agents (past, present and future),~~ from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature against or incurred or which may be imposed upon any of them for physical or emotional injury or the death of any person(s), or damage or loss to any property as a result of or arising out of performance under the terms of this contract, excepting only liability arising out of the sole negligence of DPSR.

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IX. INSURANCE

- A. With respect to performance under this agreement, DPSEF shall maintain the following insurance:

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Diamond Peak Ski Race Team Agreement

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1. Comprehensive general liability insurance with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include products/completed operations liability, blanket contractual liability, personal injury liability, and broad form property damage coverage. Such insurance shall:
 - a. Name District/DPSR as additional insured; and
 - b. Be primary with respect to any insurance or self-insurance programs maintained by District/DPSR; and
 - c. Contain standard cross liability provisions.

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2. Workers' compensation insurance which complies with the CDS of Nevada regulations.

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- B. DPSEF shall furnish properly executed certificates of insurance to DPSR prior to signing this agreement. Such certificate shall:

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1. Clearly evidence all coverage required above, including specific evidence of a separate endorsement naming District and DPSR as an insured, as well as all exclusions to the policies;
2. Indicate whether coverage provided is on a claims-made or occurrence basis;
3. Provide that such insurance shall not be materially changed, terminated or allowed to expire except on thirty (30) days' prior written notice to District; and
4. Be forwarded to:

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Incline Village General Improvement District
Director of Finance,
893 Southwood Boulevard
Incline Village, Nevada -89451

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- C. If DPSEF, for any reason, fails to maintain insurance coverage which is required pursuant to this agreement, the same shall be deemed a material breach of contract. District at its sole option, may terminate this agreement and obtain damages from the DPSEF resulting from said breach. Alternatively, District may purchase such required insurance coverage, and



Diamond Peak Ski Race Team Agreement

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charge DPSEF for the premiums incurred.



X. INDEPENDENT STATUS

DPSEF in all respects shall serve as an independent contractor and shall not in any respect serve as an agent or employee of District or DPSR. DPSEF shall have no authority to financially obligate District or DPSR, or otherwise commit any of District's resources for any purpose whatsoever. ~~DPSEF will hold District and DPSR harmless from any and all claims or liability and indemnify them from any liability arising out of DPSEF's activities on the hill, whether under this contract or otherwise.~~

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XI. DEFAULT

In the event of default of any terms of this agreement by DPSEF, District and DPSR reserve the right to cancel all programs and races listed in this agreement after providing DPSEF with written notice of default and the opportunity to correct same within ~~fourteen thirty~~ (1430) days.

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XII. ACCESS TO RECORDS

DPSEF shall keep adequate financial records to account for the collection and expenditure of funds under this agreement. DPSEF shall make these financial records available to District and its agents, upon request.

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XIII. AMENDMENTS

Both the DPSEF and District hereto reserve the right to make amendments to this agreement after execution of the agreement. Any amendments will be effective only when made in writing and approved and signed by both the DPSEF and District. ~~(See, Exhibit D, Special Standards for the Administration of this Agreement.)~~



XIV. TERM

This agreement shall be binding upon its execution by both parties. The term of this agreement shall commence on ~~December 14, 2017~~July 1, 2022, and expire on June 30, 2027² (i.e., **five (5)** winter ski seasons).

DPSR makes no warranty as to the amount of snow or length of season and it is at the sole discretion of DPSR whether or not to open the ski resort for any activities whether or not the DPSEF has races scheduled or not.

District reserves the right to suspend or terminate the agreement, or services hereunder, for default, upon written notice as per paragraph XI. Upon termination, District reserves the right to award all or any portion of the agreement to another party.

XV. ASSIGNMENT

This agreement will not be assigned by DPSEF without the written agreement of District. No part of this agreement may be subcontracted by DPSEF, without the prior written approval of District. The agreement shall automatically terminate upon the sale or lease of DPSR for operation by an entity other than ~~by~~ the District.

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XVI. SIGNATURE REQUIREMENTS

Authorized representation of DPSEF shall be indicated on all documents by the presence of two (2) signatures: the signature of the President and the signature of the Secretary.

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XVII. ATTORNEY'S FEES

Should any dispute arise hereunder the prevailing party shall be entitled to recover, along with any damages it may incur, its actual costs and a reasonable attorney's fee.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names on this day, this _____ day of _____, 20172022.

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~~Approved as to Form:~~

~~By: _____
Jason Guinasso Joshua Nelson
District General Counsel~~

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Incline Village General Improvement District

By: _____
Steve Pinkerton Indra S. Winquest
District General Manager

~~Approved as to Form:~~

~~By: _____
Joshua Nelson
District General Counsel~~

Diamond Peak Ski Education Foundation

By: _____



Diamond Peak Ski Race Team Agreement

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DPSEF President

By: _____
DPSEF Secretary

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EXHIBIT A

Standards of Operation For Routine Ski Race Training As Established by Diamond Peak Ski Resort Management (Standards of Operation, Paragraph III (A))

- 1. Space for race training courses may be restricted or canceled due to weather, crowds, and snow conditions. Setting of race courses is at the discretion of the DPSR Mountain Operations Manager General Manager or his/her designee.
2. The responsible race coach will check for instructions with the DPSR Mountain Operations Manager General Manager or his/her designee before any training course is set. Race training schedule will be submitted to the Mountain Operations Manager General Manager or to his/her designee and approved weekly, one (1) week prior to taking effect.
3. Training gates and equipment will be taken up the lift only by the responsible coach unless permission is obtained from the DPSR Lift Supervisor or DPSR Mountain Operations Manager General Manager or his/her designee.
4. After training, the course will be side slipped to the satisfaction of the DPSR Mountain General Manager or his/her designee. Adequate time will be allotted by the responsible coach so as not to delay lift opening or closing time.
5. The average number of training courses will be two (2), though some flexibility may be allowed at the discretion of the DPSR Mountain Operations Manager General Manager or his designee.
6. Use, type and display location of any sponsorship materials may must be approved by the DPSR General Manager.

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EXHIBIT B

**Standards of Operation For Race
Production
As Established by Diamond Peak Ski Resort
Management
(Standards of Operation, Paragraph III (B))**

1. Races at DPSR will not be scheduled by the DPSEF without prior consent by the DPSR ~~Mountain Operations Manager~~General Manager or his/her designee.
2. A Race Information Sheet will be circulated to the DPSR ~~Mountain Operations Manager~~General Manager or his/her designee at least two (2) weeks before a scheduled race.
3. All pre-race and race day registration will be the responsibility of the DPSEF. ~~Race Registration must be set up and operational at least three (3) hours prior to race start.~~ Race Registration location will be cooperatively determined by DPSEF and DPSR General Manager or ~~their~~his/her designee. As soon as Registration is complete, DPSEF will return the Registration area to its proper order.
4. Machine grooming of the race course will be the responsibility of DPSR. The final machine groomed surface will not be guaranteed because of changing weather or snow conditions. Final course preparation (side slipping, boot packing and course setting) will be the responsibility of the DPSEF race department.
5. Installation of all crowd control fencing will be the responsibility of the DPSR Ski Patrol. "B- Netting" and speed control fencing will be the responsibility of DPSEF.
6. All race courses, start and finish areas, and line up area clean-up will be the responsibility of the DPSEF race department to the satisfaction of the DPSR ~~Mountain Operations Manager~~General Manager or his/her designee.
7. Lift line cutting privileges will be only at the discretion of DPSR ~~Mountain Operations Manager~~General Manager or his/her designees.

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8. Use, type and display location of sponsorship materials may be approved by DPSR General Manager
9. Periodically, DPSR Ski Patrol Director will confer with DPSEF Head coach to facilitate DPSEF's preparation of a written race event medical plan required by USS&SA Competition — rules.

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EXHIBIT C

**Standards of Lift Operations as
Established by DPSEF
(Standards of Operation, Paragraph III (I))**

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Diamond Peak Ski Team Lift Procedures (must always be followed):

1. Obey all the Signs and Procedures maintained and established by the Resort.
2. Sit all the way back on the seat with back against back of seat. (Yes, we know that this is not comfortable for smaller kids, as their legs will be straight out in front and not bent at the knees, but it is the safest position).
3. Hold on to the side arms or center bar.
4. Sit facing forward.
5. Pay attention •• do not fuss with clothing, equipment or food.
6. Absolutely no horseplay will be tolerated.
7. When a coach is loading with children, and a child does not make it safely onto the chair before the end of the loading zone, the coach is not to attempt to pull them onto the chair. Mis-loaded children should be guided into the catch pits at the end of the loading zones.
8. Children under 51 inches (measured with skis and helmet on) will not be allowed to ride any lift by themselves, regardless of age or ability level.

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Diamond Peak Ski Team Lift Guidelines (Children, parents and staff must use their own judgement as to when to apply):

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1. Follow the Guidelines established by the Resort according to your own judgement.
2. Smaller children should sit in seats 1 and 4 (outside seats) so that they can grab the side arms.

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Diamond Peak Ski Race Team Agreement

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3. On lifts equipped with a chair bar, children who are large and strong enough to lower and raise the bar safely should lower the safety bar.

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Coaches will be encouraged to do the following:

1. During early load mornings and whenever lift lines permit, U12, U10, Tahoe League and Mighty Mites will ride 2 children per chair unless accompanied by an adult (coach, parent or reasonably proficient bystander)



EXHIBIT C
Standards of Lift Operations as
Established by DPSEF
(continued)

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Parents are encouraged to do the following:

1. Talk to your kids about assuming responsibility for their actions.
2. Speak with coaches and Ski Patrol to determine for yourself if you want your children to lower the bar when unaccompanied by an adult.
3. Speak with coaches and Ski Patrol to determine for yourself if you want your children to ride in positions other than 1 and 4 on the chair.
4. Ride the lift with your children when you feel appropriate for example on very windy, icy, rainy, cold times when the chairs are the most slippery.
5. Report horseplay to coaches or Ski Patrol when you see it.

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**EXHIBIT D
CONFLICTS OF INTEREST STANDARDS**

The following standards shall be used to identify potential or actual conflicts of interest arising under this agreement:

1. The District, DPSR and their respective officers, trustees and managerial employees shall comply with the District's internal conflict of Interest policies and procedures, as amended from time to time.
- ~~2.~~ DPSEF and its officers, directors and managerial employees shall comply with DPSEF's internal conflict of Interest policies and procedures, as amended from time to time.

~~3.~~
-



Diamond Peak Ski Race Team Agreement

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EXHIBIT E-
DPSR "Full Cost" per Practice 6.2
(2022-2023 Winter Season)

Practice 6.2 provides, in part, as follows:

3.5.3 Ski-

3.5.3.1 Rates charged to non-IVGID Picture Pass holders for daily tickets and season passes will be set so as to remain competitive within the market.

3.5.3.2 Rates charged to non-IVGID Picture Pass holders for daily tickets shall be no less than the Full-Cost of access to the ski venue.

The following standards shall be used to identify potential or actual conflicts of interest arising under this agreement:

2. The District, DPSR and their respective officers, trustees and managerial employees shall comply with the

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Diamond Peak Ski Race Team Agreement

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This agreement is between the Incline Village General Improvement District, a political subdivision of the state of Nevada ("District" or "IVGID"), which owns and operates the Diamond Peak Ski Resort, 1210 Ski Way, Incline Village, NV 89541 ("DPSR"); and the Diamond Peak Ski Education Foundation, Post Office Box 5591, Incline Village, NV 89450 ("DPSEF"), for the purpose of conducting a ski education program at DPSR. DPSEF is a tax-exempt 501c3 Nevada nonprofit corporation.

District and DPSEF hereby agree to the following terms and conditions:

I. DPSEF'S RESPONSIBILITIES

District will allow DPSEF to undertake activities on its property and at DPSR, as follows:

- A. Provide all services pertaining to the coaching and training needs of all DPSEF programs, including any or all of the following, in DPSEF's discretion: Alpine Masters, U21, U18, U16, U14, U12, U10, Mighty Mites, Shooting Stars, Shredders, Freeride/ All Mountain, and Skier Cross Teams. DPSEF will not compete with DPSR programs.
- B. DPSEF will prepare schedules of any competitions to be hosted by DPSEF and held at DPSR for submittal to the General Manager of DPSR or his/her designee by November 1 of each year for review and approval. Changes to this schedule must be submitted and approved no less than 48 hours prior to the event or cancellation of the event may result, [at the District's discretion](#).
- C. DPSEF will conduct any competitions in accordance with the applicable standards of U.S. Ski & Snowboard ("USS&S"), Far West Division, and other applicable standards for sanctioned events, and provide services as needed for non-sanctioned races. Provided, however, DPSEF shall not be required to schedule, staff or host any competitions except in its discretion, in coordination and consultation with [the General Manager DPSR or his/her designee](#).
- D. DPSEF will formulate necessary practices and procedures for use of equipment, facilities, training and competition, for review and approval by the General Manager of DPSR or his/her designee. All practices and procedures



Diamond Peak Ski Race Team Agreement

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must be approved in writing by the 1st of November each ~~year~~Fall prior to the Winter season.

- E. DPSEF representatives will adhere to the dress and conduct codes as set for all DPSR employees.
- F. DPSEF representatives and participants will adhere to the code of conduct as set for all DPSR employees and will conduct themselves in this manner at all times.
- G. DPSEF representatives and participants understand and abide by the "Your Responsibility Code" published by the National Ski Areas Association, as well as all safety regulations of DPSR. DPSEF representatives shall further be responsible for insuring that all participants understand and abide by the "Your Responsibility Code" as well as the safety regulations set by DPSR.
- H. DPSEF will maintain the appearance and cleanliness of the race team building.
- I. DPSEF will reimburse DPSR or District for utility charges for the race team building.
- J. DPSEF representatives will be responsible to ensure that all DPSEF participants carry a valid season pass or a current day pass whenever they are using the ski area facilities.
- K. DPSEF will provide all of the necessary alpine training equipment for its programs.
- L. DPSEF will seek final approval by DPSR General Manager or his/her designee ~~off~~ for any materials utilizing the DPSR logo. DPSEF will use the name "Diamond Peak Ski Resort" on all race related equipment including, but not limited to: race bibs, banners, gate panels, fencing, and patches.
- M. DPSEF will designate one individual by the 1st of November of each operating season as the program "Head Coach". This person will act as the primary liaison with DPSR for the purposes of scheduling as well as daily supervision

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Diamond Peak Ski Race Team Agreement

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and conduct of program participants.

- N. The two designated parking spots provided by the District to DPSEF in the upper level parking lot at DPSR (Paragraph II (J), below) will be managed by the DPSEF staff, and not the DPSR staff, other than snow removal, which shall be managed by DPSR.

II. DISTRICT'S RESPONSIBILITIES

- A. District, through DPSR, will make available portions of the mountain for production of the following races:

- Approximately four (4) USS&S Far West race events; and
- Approximately four (4) non-USS&S race events.

The location and scheduling of races will be by mutual agreement of DPSR and the DPSEF.

Initial slope grooming will be provided by DPSR for all DPSEF sponsored races. All other race production costs will be at DPSEF'S expense.

- B. DPSR will make available portions of the mountain for ski race training. Routine slope grooming will be provided at a frequency and quality to be determined at the discretion of the DPSR, but is not guaranteed as to frequency or quality.
- C. Minimum Prices to be Charged for Lift Tickets Provided to DPSEF. IVGID Board Practice 6.2, dated March 1, 2022, as may be amended from time to time ("Practice 6.2"), establishes certain criteria for the pricing of access to District's recreation facilities, including criteria for the discounts which may be given to local community focused non-profit organizations for their use of the District's recreation facilities, including DPSR. As used herein, the term "Minimum Price" shall mean the minimum price which must be charged pursuant to Practice 6.2 to a community focused non-profit organization, for lift tickets at -DPSR, as determined from time-to-time by DPSR.
- D. DPSR will provide DPSEF up to thirty (30) race day lift tickets per competition date, at the "Minimum Price" defined above, to be used by DPSEF race volunteers on the day of a DPSEF race only. In addition, for each competition



Diamond Peak Ski Race Team Agreement

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date, DPSR will provide DPSEF one (1) race day lift ticket, at the Minimum Price defined above, per every eight (8) athletes registered for a race competition, to be used by visiting coaches of such athletes on the day of a DPSEF race only. The tickets described in this Paragraph "D" are sometimes referred to herein as "comp tickets," even though DPSEF will pay DPSR for said tickets at the Minimum Price defined above.

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It is DPSEF'S responsibility to see that these comp tickets are used only in conjunction with a DPSEF race. It will be the sole responsibility of DPSEF to assure that these tickets are never sold or traded through any method currently available or yet available, particularly through the Internet. To assure this compliance, all of these tickets will be date restricted.

- E. DPSR will supply office space and a locker room for the DPSEF race staff on the grounds of DPSR.
- F. All DPSEF race program participants who are IVGID Picture Pass Holders may purchase season ski passes from DPSR at the applicable picture pass holder rates.
- G. Diamond Peak Ski Resort will provide and facilitate the sale by DPSEF of Discounted Daily Lift Tickets ("DDLTL") to participants in DPSEF racing events and, in the case of youth races U18 and younger, for the race participants' parents. Not later than May 15th of each year, DPSR will provide DPSEF an estimate of the anticipated DDLTL ticket price for the following Winter Season, for DPSEF's use. The final DDLTL per-day-ticket pricing for each Winter season will be established by DPSR and reported to DPSEF no later than the 1st day of November prior to the upcoming Winter season ("DDLTL Price"). Revenue from DDLTL sales will be split 50%/50% between DPSEF and DPSR, with an upward adjustment in DPSR's favor as may be required to assure DPSR's recovery of the Minimum Price defined in Paragraph II(D), above. (This adjustment is detailed at the end of this paragraph.) This split will be achieved by the following billing and payment method: DDLTL lift ticket requests must be submitted to DPSR no less than 2 days before race day. Prior to each race day, DPSR will print a block of DDLTL tickets for sale by DPSEF in the morning of each race. DPSR will invoice DPSEF for the DDLTL at 50% of the DDLTL Price. DPSEF will then sell the DDLTL each morning on race days. Any unused or unsold DDLTL will be returned to DPSR the same

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Diamond Peak Ski Race Team Agreement

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day after conclusion of the race event, for a full credit against the price so invoiced. Payment for all DDLT per the invoice will be made by DPSEF to DPSR within 30 days after each race, with full credit for the DDLT so returned.

➤ Adjustment: Notwithstanding anything to the contrary stated above, in the event that DPSR's 50% share of the foregoing DDLT Price is below the Minimum Price defined in Paragraph II(D), above, then DPSR's share and the corresponding payment by DPSEF to DPSR will be increased from said 50% share up to the Minimum Price.

- H. DPSR will make available the base lodge for DPSEF team functions as may be agreed by DPSR General Manager and DPSEF. Any such function will be conducted during times that are outside of DPSR's normal operating hours and require no DPSR staff labor to support, such as clean up, set up, etc. DPSR will charge DPSEF for such use, in accordance with Practice 6.2, mentioned above. DPSEF may use the "Fireplace Room" in the base lodge for lunches, training breaks, meetings, athlete video analysis, etc., when not in use by the DPSR Sierra Scouts lunch program or other events /programs scheduled by DPSR or the District.
- I. [Deleted.]
- J. The District will provide DPSEF certain designated/reserved parking spaces, as follows:
 - (i) The District will provide DPSEF two (2) designated parking spaces in the upper level parking lot at DPSR in close proximity to the DPSR base lodge for use by DPSEF at DPSEF's sole discretion, including DPSEF's assignment of the use of the spaces to anyone determined by DPSEF.
 - (ii) During the DPSR ski season, at the discretion of the District's General Manager, the District may provide DPSEF up to six (6) parking spaces on District Property, off-site from DPSR (at a location to be determined by the District General Manager), for DPSEF's parking of its team transport vehicles and equipment trailers. DPSEF may keep its team transport vehicles and equipment trailers on DPSR grounds during the off-season, at a location determined by the DPSR General Manager.



Diamond Peak Ski Race Team Agreement

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III. STANDARDS OF OPERATION

- A. Standards for routine race training will be followed as set forth in the "Standards of Operation for Routine Ski Race Training" hereto attached [and incorporated herein by reference](#) as **Exhibit A**.
- B. Standards for ski race production will be followed as set forth in the "Standards of Operation for Race Production" hereto attached [and incorporated herein by reference](#) as **Exhibit B**.
- C. DPSEF will not have exclusive rights or access to the DPSR facilities. Use of the DPSR facilities by DPSEF is under the sole discretion of the DPSR General Manager.
- D. The administration and organization of the DPSEF race program will be the direct responsibility of the DPSEF Head Coach. All activities taking place on the grounds of DPSR will require the approval, in advance, of the General Manager of DPSR or his/her designee.
- E. The DPSEF ski team will be identified as the "Diamond Peak Ski Team, a/k/a "DPST" and "DPSEF"."
- F. DPSR reserves the right to produce its own races.
- G. Prior written consent must be obtained from the General Manager of DPSR or his/her designee before any event to be held on the premises may be scheduled or advertised by DPSEF.
- H. [Deleted.]
- I. At no time is the DPSEF to compete with or infringe upon the programs offered by the DPSR Child Ski Center. DPSEF will not allow enrollment of any child in its program that will not be at least five (5) years of age by December 31st of the pertinent ski season.
- J. Standards for loading and unloading chairlifts are [hereto attached and incorporated herein by reference](#) as **Exhibit C**.



Diamond Peak Ski Race Team Agreement

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K. Conflict of Interest standards applicable to this agreement are [hereto](#) attached and incorporated [herein](#) by reference as **Exhibit D**.

K.

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IV. TRAINING PROGRAMS

DPSEF will provide a list of its alpine skiing programs, including price structures, at least once annually to the DPSR General Manager. DPSEF participation fees do not include the required season ski pass to DPSR.

DPSR realizes that some modifications to programs may be necessary due to participants' unknown future needs and demands. DPSEF must obtain prior consent from the DPSR General Manager before any changes are made in the types of athletic programs and activities being offered by DPSEF.

V. CHILD ABUSE PREVENTION

DPSEF will assure its ongoing compliance with SafeSport and agrees to comply with the District's personnel policy and ensure that any of the DPSEF personnel, eighteen (18) years or older, who supervises or have routine contact with children under the age of sixteen (16) years, will undergo background checks conducted by DPSEF and approved by the District. Any DPSEF staff member who fails to pass the background check or fails to cooperate in those checks will be terminated by DPSEF. All expenses incurred in conducting these background checks will be the responsibility of DPSEF.

VI. COMPLIANCE WITH LAWS

- A. DPSEF will comply with all local, state and federal laws pertaining to the operation of ~~a~~ business of its type (i.e., an athletic education foundation) and will obtain any permits or licenses required.
- B. DPSEF will meet all local, state and federal laws pertaining to minimum wage, workers' compensation insurance, unemployment insurance, taxes, social security and any other mandated employer contributions.



Diamond Peak Ski Race Team Agreement

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VII. COLLECTION OF ALL RACE EVENT FEES

- A. Collection of DPSEF race program tuition will be the responsibility of the DPSEF.
- B. All DPSEF program service fees, including tuition, will be the property of the DPSEF.
- C. All race fees, head taxes and any additional fees will be collected by DPSEF.
- D. Ski Lift ticket sales for event entrants will be conducted by DPSEF staff with daily sales reporting provided to the DPSR Ticketing Department the same day as the event. See Part II (G), above.
- E. All race fees will be the property of DPSEF.
- F. Payment of any required fees and dues to the USS&S will be the responsibility of DPSEF.
- G. DPSR will submit an invoice to DPSEF for event fees forty eight (48) hours after the event for remittance from DPSEF to DPSR within thirty (30) days.

VIII. INDEMNIFICATION

DPSEF agrees to indemnify, defend and hold harmless DPSR, the District, and all of its Trustees, officers, and employees (past, present and future), from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature against or incurred or which may be imposed upon any of them for physical or emotional injury or the death of any person(s), or damage or loss to any property as a result of or arising out of performance under the terms of this contract, excepting only liability arising out of the sole negligence of DPSR.

IX. INSURANCE

- A. With respect to performance under this agreement, DPSEF shall maintain the following insurance:



Diamond Peak Ski Race Team Agreement

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1. Comprehensive general liability insurance with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include products/completed operations liability, blanket contractual liability, personal injury liability, and broad form property damage coverage. Such insurance shall:
 - a. Name District/DPSR as additional insured; and
 - b. Be primary with respect to any insurance or self-insurance programs maintained by District/DPSR; and
 - c. Contain standard cross liability provisions.
 2. Workers' compensation insurance which complies with the CDS of Nevada regulations.
- B. DPSEF shall furnish properly executed certificates of insurance to DPSR prior to signing this agreement. Such certificate shall:
1. Clearly evidence all coverage required above, including specific evidence of a separate endorsement naming District and DPSR as an insured, as well as all exclusions to the policies;
 2. Indicate whether coverage provided is on a claims-made or occurrence basis;
 3. Provide that such insurance shall not be materially changed, terminated or allowed to expire except on thirty (30) days' prior written notice to District; and
 4. Be forwarded to:

Incline Village General Improvement District
Director of Finance,
893 Southwood Boulevard
Incline Village, Nevada 89451
- C. If DPSEF, for any reason, fails to maintain insurance coverage which is



Diamond Peak Ski Race Team Agreement

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required pursuant to this agreement, the same shall be deemed a material breach of contract. District at its sole option, may terminate this agreement and obtain damages from the DPSEF resulting from said breach. Alternatively, District may purchase such required insurance coverage, and charge DPSEF for the premiums incurred.

X. INDEPENDENT STATUS

DPSEF in all respects shall serve as an independent contractor and shall not in any respect serve as an agent or employee of District or DPSR. DPSEF shall have no authority to financially obligate District or DPSR, or otherwise commit any of District's resources for any purpose whatsoever.

XI. DEFAULT

In the event of default of any terms of this agreement by DPSEF, District and DPSR reserve the right to cancel all programs and races listed in this agreement after providing DPSEF with written notice of default and the opportunity to correct [the](#) same within thirty (30) days.

XII. ACCESS TO RECORDS

DPSEF shall keep adequate financial records to account for the collection and expenditure of funds under this agreement. DPSEF shall make these financial records available to District and its agents, upon request.

XIII. AMENDMENTS

Both the DPSEF and District hereto reserve the right to make amendments to this agreement after execution of the agreement. Any amendments will be effective only when made in writing and approved and signed by both the DPSEF and District.

XIV. TERM

This agreement shall be binding upon its execution by both parties. The term of this agreement shall commence on **July 1, 2022**, and expire on **June 30, 2027** (i.e., **five (5)** winter ski seasons).



Diamond Peak Ski Race Team Agreement

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DPSR makes no warranty as to the amount of snow or length of season and it is at the sole discretion of DPSR whether or not to open the ski resort for any activities whether or not the DPSEF has races scheduled ~~or not~~.

District reserves the right to suspend or terminate the agreement, or services hereunder, for default, upon written notice as per paragraph XI. Upon termination, District reserves the right to award all or any portion of the agreement to another party.

XV. ASSIGNMENT

This agreement will not be assigned by DPSEF without the prior written approval of District. No part of this agreement may be subcontracted by DPSEF, without the prior written approval of District. The agreement shall automatically terminate upon the sale or lease of DPSR for operation by an entity other than the District.

XVI. SIGNATURE REQUIREMENTS

Authorized representation of DPSEF shall be indicated on all documents by the presence of two (2) signatures: the signature of the President and the signature of the Secretary.

(Signatures on Following Page)

(The remainder of this page intentionally left blank)



Diamond Peak Ski Race Team Agreement

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XVII. ATTORNEY'S FEES

Should any dispute arise hereunder, the prevailing party, as determined by a court of competent jurisdiction, shall be entitled to recover, along with any damages it may incur, its actual costs and a reasonable attorney's fee.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names on this day, this ___ day of _____, 2022.

Incline Village General Improvement District

By: _____
Indra S. Winquest
District General Manager

Approved as to Form:

By: _____
Joshua Nelson
District General Counsel

Diamond Peak Ski Education Foundation

By: _____
DPSEF President

By: _____
DPSEF Secretary



Diamond Peak Ski Race Team Agreement

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EXHIBIT A

**Standards of Operation For Routine Ski
Race Training As Established by Diamond
Peak Ski Resort Management
(Standards of Operation, Paragraph III (A))**

1. Space for race training courses may be restricted or canceled due to weather, crowds, and snow conditions, at the discretion of the DPSR General Manager or his/her designee. Setting of race courses is at the discretion of the DPSR General Manager or his/her designee.
2. The responsible race coach will check for instructions with the DPSR General Manager or his/her designee before any training course is set. Race training schedule will be submitted to the General Manager or to his/her designee and approved weekly, at least one (1) week prior to taking effect.
3. Training gates and equipment will be taken up the lift only by the responsible coach unless permission is obtained from the DPSR Lift Supervisor or DPSR General Manager or his/her designee.
4. After training, the course will be side slipped to the satisfaction of the DPSR General Manager or his/her designee. Adequate time will be allotted by the responsible coach so as not to delay lift opening or closing time.
5. The average number of training courses will be two (2), though some flexibility may be allowed at the discretion of the DPSR General Manager or his designee.
6. Use, type and display location of any sponsorship materials must be approved by the DPSR General Manager.



Diamond Peak Ski Race Team Agreement

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EXHIBIT B

**Standards of Operation For Race
Production
As Established by Diamond Peak Ski Resort
Management
(Standards of Operation, Paragraph III (B))**

1. Races at DPSR will not be scheduled by the DPSEF without prior consent by the DPSR General Manager or his/her designee.
2. A Race Information Sheet will be circulated to the DPSR General Manager or his/her designee at least two (2) weeks before a scheduled race.
3. All pre-race and race day registration will be the responsibility of the DPSEF. Race Registration location will be cooperatively determined by DPSEF and DPSR General Manager or his/her designee. As soon as Registration is complete, DPSEF will return the Registration area to its proper order.
4. Machine grooming of the race course will be the responsibility of DPSR. The final machine groomed surface will not be guaranteed because of changing weather or snow conditions. Final course preparation (side slipping, boot packing and course setting) will be the responsibility of the DPSEF race department.
5. Installation of all crowd control fencing will be the responsibility of the DPSR Ski Patrol. "B- Netting" and speed control fencing will be the responsibility of DPSEF.
6. All race courses, start and finish areas, and line up area clean-up will be the responsibility of the DPSEF race department and performed to the satisfaction of the DPSR General Manager or his/her designee.
7. Lift line cutting privileges will be only at the discretion of DPSR General Manager or his/her designees.



Diamond Peak Ski Race Team Agreement

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8. Use, type and display location of sponsorship materials may be approved by DPSR General Manager
9. Periodically, DPSR Ski Patrol Director will confer with DPSEF Head coach to facilitate DPSEF's preparation of a written race event medical plan required by USS&S Competition rules.



Diamond Peak Ski Race Team Agreement

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EXHIBIT C

Standards of Lift Operations as Established by DPSEF (Standards of Operation, Paragraph III (I))

Diamond Peak Ski Team Lift Procedures (must always be followed):

1. Obey all the Signs and Procedures maintained and established by the Resort.
2. Sit all the way back on the seat with back against back of seat. (Yes, we know that this is not comfortable for smaller kids, as their legs will be straight out in front and not bent at the knees, but it is the safest position).
3. Hold on to the side arms or center bar.
4. Sit facing forward.
5. Pay attention •• do not fuss with clothing, equipment or food.
6. Absolutely no horseplay will be tolerated.
7. When a coach is loading with children, and a child does not make it safely onto the chair before the end of the loading zone, the coach is not to attempt to pull them onto the chair. Mis-loaded children should be guided into the catch pits at the end of the loading zones.
8. Children under 51 inches (measured with skis and helmet on) will not be allowed to ride any lift by themselves, regardless of age or ability level.

Diamond Peak Ski Team Lift Guidelines (Children, parents and staff must use their own judgement as to when to apply):

1. Follow the Guidelines established by the Resort according to your own judgement.



Diamond Peak Ski Race Team Agreement

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2. Smaller children should sit in seats 1 and 4 (outside seats) so that they can grab the side arms.
3. On lifts equipped with a chair bar, children who are large and strong enough to lower and raise the bar safely should lower the safety bar.

Coaches will be encouraged to do the following:

1. During early load mornings and whenever lift lines permit, U12, U10, Tahoe League and Mighty Mites will ride 2 children per chair unless accompanied by an adult (coach, parent or reasonably proficient bystander)

Parents are encouraged to do the following:

1. Talk to your kids about assuming responsibility for their actions.
2. Speak with coaches and Ski Patrol to determine for yourself if you want your children to lower the bar when unaccompanied by an adult.
3. Speak with coaches and Ski Patrol to determine for yourself if you want your children to ride in positions other than 1 and 4 on the chair.
4. Ride the lift with your children when you feel appropriate for example on very windy, icy, rainy, cold times when the chairs are the most slippery.
5. Report horseplay to coaches or Ski Patrol when you see it.



Diamond Peak Ski Race Team Agreement

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EXHIBIT D CONFLICTS OF INTEREST STANDARDS

The following standards shall be used to identify potential or actual conflicts of interest arising under this agreement:

1. The District, DPSR and their respective officers, trustees and managerial employees shall comply with the District's internal conflict of Interest policies and procedures, as amended from time to time.
2. DPSEF and its officers, directors and managerial employees shall comply with DPSEF's internal conflict of Interest policies and procedures, as amended from time to time.



Diamond Peak Ski Race Team Agreement

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This agreement is between the Incline Village General Improvement District, a political subdivision of the state of Nevada ("District" or "IVGID"), which owns and operates the Diamond Peak Ski Resort, 1210 Ski Way, Incline Village, NV 89541 ("DPSR"); and the Diamond Peak Ski Education Foundation, Post Office Box 5591, Incline Village, NV 89450 ("DPSEF"), for the purpose of conducting a ski education program at DPSR. DPSEF is a tax-exempt 501c3 Nevada nonprofit corporation.

District and DPSEF hereby agree to the following terms and conditions:

I. DPSEF'S RESPONSIBILITIES

District will allow DPSEF to undertake activities on its property and at DPSR, as follows:

- A. Provide all services pertaining to the coaching and training needs of all DPSEF programs, including any or all of the following, in DPSEF's discretion: Alpine Masters, U21, U18, U16, U14, U12, U10, Mighty Mites, Shooting Stars, Shredders, Freeride/ All Mountain, and Skier Cross Teams. DPSEF will not compete with DPSR programs.
- B. DPSEF will prepare schedules of any competitions to be hosted by DPSEF and held at DPSR for submittal to the General Manager of DPSR or his/her designee by November 1 of each year for review and approval. Changes to this schedule must be submitted and approved no less than 48 hours prior to the event or cancellation of the event may result, at the District's discretion.
- C. DPSEF will conduct any competitions in accordance with the applicable standards of U.S. Ski & Snowboard ("USS&S"), Far West Division, and other applicable standards for sanctioned events, and provide services as needed for non-sanctioned races. Provided, however, DPSEF shall not be required to schedule, staff or host any competitions except in its discretion, in coordination and consultation with the General Manager DPSR or his/her designee.
- D. DPSEF will formulate necessary practices and procedures for use of equipment, facilities, training and competition, for review and approval by the General Manager of DPSR or his/her designee. All practices and procedures



Diamond Peak Ski Race Team Agreement

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must be approved in writing by the 1st of November each year prior to the Winter season.

- E. DPSEF representatives will adhere to the dress and conduct codes as set for all DPSR employees.
- F. DPSEF representatives and participants will adhere to the code of conduct as set for all DPSR employees and will conduct themselves in this manner at all times.
- G. DPSEF representatives and participants understand and abide by the "Your Responsibility Code" published by the National Ski Areas Association, as well as all safety regulations of DPSR. DPSEF representatives shall further be responsible for insuring that all participants understand and abide by the "Your Responsibility Code" as well as the safety regulations set by DPSR.
- H. DPSEF will maintain the appearance and cleanliness of the race team building.
- I. DPSEF will reimburse DPSR or District for utility charges for the race team building.
- J. DPSEF representatives will be responsible to ensure that all DPSEF participants carry a valid season pass or a current day pass whenever they are using the ski area facilities.
- K. DPSEF will provide all of the necessary alpine training equipment for its programs.
- L. DPSEF will seek final approval by DPSR General Manager or his/her designee of any materials utilizing the DPSR logo. DPSEF will use the name "Diamond Peak Ski Resort" on all race related equipment including, but not limited to: race bibs, banners, gate panels, fencing, and patches.
- M. DPSEF will designate one individual by the 1st of November of each operating season as the program "Head Coach". This person will act as the primary liaison with DPSR for the purposes of scheduling as well as daily supervision



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and conduct of program participants.

- N. The two designated parking spots provided by the District to DPSEF in the upper level parking lot at DPSR (Paragraph II. (J.), below) will be managed by the DPSEF staff, and not the DPSR staff, other than snow removal, which shall be managed by DPSR.

II. DISTRICT'S RESPONSIBILITIES

- A. District, through DPSR, will make available portions of the mountain for production of the following races:
- Approximately four (4) USS&S Far West race events; and
 - Approximately four (4) non-USS&S race events.

The location and scheduling of races will be by mutual agreement of DPSR and the DPSEF.

Initial slope grooming will be provided by DPSR for all DPSEF sponsored races. All other race production costs will be at DPSEF'S expense.

- B. DPSR will make available portions of the mountain for ski race training. Routine slope grooming will be provided at a frequency and quality to be determined at the discretion of the DPSR.
- C. Minimum Prices to be Charged for Lift Tickets Provided to DPSEF. IVGID Board Practice 6.2, dated March 1, 2022, as may be amended from time to time ("Practice 6.2"), establishes certain criteria for the pricing of access to District's recreation facilities, including criteria for the discounts which may be given to local community focused non-profit organizations for their use of the District's recreation facilities, including DPSR. As used herein, the term "Minimum Price" shall mean the minimum price which must be charged pursuant to Practice 6.2 to a community focused non-profit organization, for lift tickets at DPSR, as determined from time-to-time by DPSR.
- D. DPSR will provide DPSEF up to thirty (30) race day lift tickets per competition date, at the "Minimum Price" defined above, to be used by DPSEF race volunteers on the day of a DPSEF race only. In addition, for each competition date, DPSR will provide DPSEF one (1) race day lift ticket, at the "Minimum



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Price” defined above, per every eight (8) athletes registered for a race competition, to be used by visiting coaches of such athletes on the day of a DPSEF race only. The tickets described in this Paragraph “D” are sometimes referred to herein as “comp tickets,” even though DPSEF will pay DPSR for said tickets at the “Minimum Price” defined above.

It is DPSEF'S responsibility to see that these comp tickets are used only in conjunction with a DPSEF race. It will be the sole responsibility of DPSEF to assure that these tickets are never sold or traded through any method currently available or yet available, particularly through the Internet. To assure this compliance, all of these tickets will be date restricted.

- E. DPSR will supply office space and a locker room for the DPSEF race staff on the grounds of DPSR.
- F. All DPSEF race program participants who are IVGID Picture Pass Holders may purchase season ski passes from DPSR at the applicable picture pass holder rates.
- G. Diamond Peak Ski Resort will provide and facilitate the sale by DPSEF of Discounted Daily Lift Tickets (“DDLT”) to participants in DPSEF racing events and, in the case of youth races U18 and younger, for the race participants' parents. Not later than May 15th of each year, DPSR will provide DPSEF an estimate of the anticipated DDLT ticket price for the following Winter Season, for DPSEF’s use. The final DDLT per-day-ticket pricing for each Winter season will be established by DPSR and reported to DPSEF no later than the 1st day of November prior to the upcoming Winter season (“DDLT Price”). Revenue from DDLT sales will be split 50%/50% between DPSEF and DPSR, with an upward adjustment in DPSR’s favor as may be required to assure DPSR’s recovery of the Minimum Price defined in Paragraph II(D), above. (This adjustment is detailed at the end of this paragraph.) This split will be achieved by the following billing and payment method: DDLT lift ticket requests must be submitted to DPSR no less than 2 days before race day. Prior to each race day, DPSR will print a block of DDLT tickets for sale by DPSEF in the morning of each race. DPSR will invoice DPSEF for the DDLT at 50% of the DDLT Price. DPSEF will then sell the DDLT each morning on race days. Any unused or unsold DDLT will be returned to DPSR the same day after conclusion of the race event, for a full credit against the price so



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invoiced. Payment for all DDLT per the invoice will be made by DPSEF to DPSR within 30 days after each race, with full credit for the DDLT so returned.

- Adjustment: Notwithstanding anything to the contrary stated above, in the event that DPSR's 50% share of the foregoing DDLT Price is below the Minimum Price defined in Paragraph II(D), above, then DPSR's share and the corresponding payment by DPSEF to DPSR will be increased from said 50% share up to the Minimum Price.

- H. DPSR will make available the base lodge for DPSEF team functions as may be agreed by DPSR General Manager and DPSEF. Any such function will be conducted during times that are outside of DPSR's normal operating hours and require no DPSR staff labor to support, such as clean up, set up, etc. DPSR will charge DPSEF for such use, in accordance with Practice 6.2, mentioned above. DPSEF may use the "Fireplace Room" in the base lodge for lunches, training breaks, meetings, athlete video analysis, etc., when not in use by the DPSR Sierra Scouts lunch program or other events /programs scheduled by DPSR or the District.
- I. [Deleted.]
- J. The District will provide DPSEF certain designated/reserved parking spaces, as follows:
 - (i) The District will provide DPSEF two (2) designated parking spaces in the upper level parking lot at DPSR in close proximity to the DPSR base lodge for use by DPSEF at DPSEF's sole discretion, including DPSEF's assignment of the use of the spaces to anyone determined by DPSEF.
 - (ii) During the DPSR ski season, at the discretion of the District's General Manager, the District may provide DPSEF up to six (6) parking spaces on District Property, off-site from DPSR (at a location to be determined by the District General Manager), for DPSEF's parking of its team transport vehicles and equipment trailers. DPSEF may keep its team transport vehicles and equipment trailers on DPSR grounds during the off-season, at a location determined by the DPSR General Manager.



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III. STANDARDS OF OPERATION

- A. Standards for routine race training will be followed as set forth in the "Standards of Operation for Routine Ski Race Training" hereto attached and incorporated herein by reference as **Exhibit A**.
- B. Standards for ski race production will be followed as set forth in the "Standards of Operation for Race Production" hereto attached and incorporated herein by reference as **Exhibit B**.
- C. DPSEF will not have exclusive rights or access to the DPSR facilities. Use of the DPSR facilities by DPSEF is under the sole discretion of the DPSR General Manager.
- D. The administration and organization of the DPSEF race program will be the direct responsibility of the DPSEF Head Coach. All activities taking place on the grounds of DPSR will require the approval, in advance, of the General Manager of DPSR or his/her designee.
- E. The DPSEF ski team will be identified as the "Diamond Peak Ski Team, a/k/a "DPST" and "DPSEF"."
- F. DPSR reserves the right to produce its own races.
- G. Prior written consent must be obtained from the General Manager of DPSR or his/her designee before any event to be held on the premises may be scheduled or advertised by DPSEF.
- H. [Deleted.]
- I. At no time is the DPSEF to compete with or infringe upon the programs offered by the DPSR Child Ski Center. DPSEF will not allow enrollment of any child in its program that will not be at least five (5) years of age by December 31st of the pertinent ski season.
- J. Standards for loading and unloading chairlifts are hereto attached and incorporated herein by reference as **Exhibit C**.



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- K. Conflict of Interest standards applicable to this agreement are hereto attached and incorporated herein by reference as **Exhibit D**.

IV. TRAINING PROGRAMS

DPSEF will provide a list of its alpine skiing programs, including price structures, at least once annually to the DPSR General Manager. DPSEF participation fees do not include the required season ski pass to DPSR.

DPSR realizes that some modifications to programs may be necessary due to participants' unknown future needs and demands. DPSEF must obtain prior consent from the DPSR General Manager before any changes are made in the types of athletic programs and activities being offered by DPSEF.

V. CHILD ABUSE PREVENTION

DPSEF will assure its ongoing compliance with SafeSport and agrees to comply with the District's personnel policy and ensure that any of the DPSEF personnel, eighteen (18) years or older, who supervises or have routine contact with children under the age of sixteen (16) years, will undergo background checks conducted by DPSEF and approved by the District. Any DPSEF staff member who fails to pass the background check or fails to cooperate in those checks will be terminated by DPSEF. All expenses incurred in conducting these background checks will be the responsibility of DPSEF.

VI. COMPLIANCE WITH LAWS

- A. DPSEF will comply with all local, state and federal laws pertaining to the operation of a business of its type (i.e., an athletic education foundation) and will obtain any permits or licenses required.
- B. DPSEF will meet all local, state and federal laws pertaining to minimum wage, workers' compensation insurance, unemployment insurance, taxes, social security and any other mandated employer contributions.



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VII. COLLECTION OF ALL RACE EVENT FEES

- A. Collection of DPSEF race program tuition will be the responsibility of the DPSEF.
- B. All DPSEF program service fees, including tuition, will be the property of the DPSEF.
- C. All race fees, head taxes and any additional fees will be collected by DPSEF.
- D. Ski Lift ticket sales for event entrants will be conducted by DPSEF staff with daily sales reporting provided to the DPSR Ticketing Department the same day as the event. See Part II (G), above.
- E. All race fees will be the property of DPSEF.
- F. Payment of any required fees and dues to the USS&S will be the responsibility of DPSEF.
- G. DPSR will submit an invoice to DPSEF for event fees forty eight (48) hours after the event for remittance from DPSEF to DPSR within thirty (30) days.

VIII. INDEMNIFICATION

DPSEF agrees to indemnify, defend and hold harmless DPSR, the District, and all of its Trustees, officers, and employees (past, present and future), from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature against or incurred or which may be imposed upon any of them for physical or emotional injury or the death of any person(s), or damage or loss to any property as a result of or arising out of performance under the terms of this contract, excepting only liability arising out of the sole negligence of DPSR.

IX. INSURANCE

- A. With respect to performance under this agreement, DPSEF shall maintain the following insurance:



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1. Comprehensive general liability insurance with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include products/completed operations liability, blanket contractual liability, personal injury liability, and broad form property damage coverage. Such insurance shall:
 - a. Name District/DPSR as additional insured; and
 - b. Be primary with respect to any insurance or self-insurance programs maintained by District/DPSR; and
 - c. Contain standard cross liability provisions.
 2. Workers' compensation insurance which complies with the CDS of Nevada regulations.
- B. DPSEF shall furnish properly executed certificates of insurance to DPSR prior to signing this agreement. Such certificate shall:
1. Clearly evidence all coverage required above, including specific evidence of a separate endorsement naming District and DPSR as an insured, as well as all exclusions to the policies;
 2. Indicate whether coverage provided is on a claims-made or occurrence basis;
 3. Provide that such insurance shall not be materially changed, terminated or allowed to expire except on thirty (30) days' prior written notice to District; and
 4. Be forwarded to:

Incline Village General Improvement District
Director of Finance
893 Southwood Boulevard
Incline Village, Nevada 89451
- C. If DPSEF, for any reason, fails to maintain insurance coverage which is required pursuant to this agreement, the same shall be deemed a material



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breach of contract. District at its sole option, may terminate this agreement and obtain damages from the DPSEF resulting from said breach. Alternatively, District may purchase such required insurance coverage, and charge DPSEF for the premiums incurred.

X. INDEPENDENT STATUS

DPSEF in all respects shall serve as an independent contractor and shall not in any respect serve as an agent or employee of District or DPSR. DPSEF shall have no authority to financially obligate District or DPSR, or otherwise commit any of District's resources for any purpose whatsoever.

XI. DEFAULT

In the event of default of any terms of this agreement by DPSEF, District and DPSR reserve the right to cancel all programs and races listed in this agreement after providing DPSEF with written notice of default and the opportunity to correct the same within thirty (30) days.

XII. ACCESS TO RECORDS

DPSEF shall keep adequate financial records to account for the collection and expenditure of funds under this agreement. DPSEF shall make these financial records available to District and its agents, upon request.

XIII. AMENDMENTS

Both the DPSEF and District hereto reserve the right to make amendments to this agreement after execution of the agreement. Any amendments will be effective only when made in writing and approved and signed by both the DPSEF and District.

XIV. TERM

This agreement shall be binding upon its execution by both parties. The term of this agreement shall commence on **July 1, 2022**, and expire on **June 30, 2027** (i.e., **five (5)** winter ski seasons).



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DPSR makes no warranty as to the amount of snow or length of season and it is at the sole discretion of DPSR whether or not to open the ski resort for any activities whether or not the DPSEF has races scheduled.

District reserves the right to suspend or terminate the agreement, or services hereunder, for default, upon written notice as per paragraph XI. Upon termination, District reserves the right to award all or any portion of the agreement to another party.

XV. ASSIGNMENT

This agreement will not be assigned by DPSEF without the prior written approval of District. No part of this agreement may be subcontracted by DPSEF, without the prior written approval of District. The agreement shall automatically terminate upon the sale or lease of DPSR for operation by an entity other than the District.

XVI. SIGNATURE REQUIREMENTS

Authorized representation of DPSEF shall be indicated on all documents by the presence of two (2) signatures: the signature of the President and the signature of the Secretary.

XVII. ATTORNEY'S FEES

Should any dispute arise hereunder, the prevailing party, as determined by a court of competent jurisdiction, shall be entitled to recover, along with any damages it may incur, its actual costs and reasonable attorney's fee.

(Signatures on Following Page)

(The remainder of this page intentionally left blank)



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IN WITNESS WHEREOF, the parties have hereunto subscribed their names on this day, this ____ day of _____, 2022.

Incline Village General Improvement District

By: _____
Indra S. Winqest
District General Manager

Approved as to Form:

By: _____
Joshua Nelson
District General Counsel

Diamond Peak Ski Education Foundation

By: _____
DPSEF President

By: _____
DPSEF Secretary



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EXHIBIT A

**Standards of Operation For Routine Ski
Race Training As Established by Diamond
Peak Ski Resort Management
(Standards of Operation, Paragraph III (A))**

1. Space for race training courses may be restricted or canceled due to weather, crowds, and snow conditions, at the discretion of the DPSR General Manager or his/her designee. Setting of race courses is at the discretion of the DPSR General Manager or his/her designee.
2. The responsible race coach will check for instructions with the DPSR General Manager or his/her designee before any training course is set. Race training schedule will be submitted to the General Manager or to his/her designee and approved weekly, at least one (1) week prior to taking effect.
3. Training gates and equipment will be taken up the lift only by the responsible coach unless permission is obtained from the DPSR Lift Supervisor or DPSR General Manager or his/her designee.
4. After training, the course will be side slipped to the satisfaction of the DPSR General Manager or his/her designee. Adequate time will be allotted by the responsible coach so as not to delay lift opening or closing time.
5. The average number of training courses will be two (2), though some flexibility may be allowed at the discretion of the DPSR General Manager or his designee.
6. Use, type and display location of any sponsorship materials must be approved by the DPSR General Manager.



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EXHIBIT B

**Standards of Operation For Race
Production
As Established by Diamond Peak Ski Resort
Management
(Standards of Operation, Paragraph III (B))**

1. Races at DPSR will not be scheduled by the DPSEF without prior consent by the DPSR General Manager or his/her designee.
2. A Race Information Sheet will be circulated to the DPSR General Manager or his/her designee at least two (2) weeks before a scheduled race.
3. All pre-race and race day registration will be the responsibility of the DPSEF. Race Registration location will be cooperatively determined by DPSEF and DPSR General Manager or his/her designee. As soon as Registration is complete, DPSEF will return the Registration area to its proper order.
4. Machine grooming of the race course will be the responsibility of DPSR. The final machine groomed surface will not be guaranteed because of changing weather or snow conditions. Final course preparation (side slipping, boot packing and course setting) will be the responsibility of the DPSEF race department.
5. Installation of all crowd control fencing will be the responsibility of the DPSR Ski Patrol. "B- Netting" and speed control fencing will be the responsibility of DPSEF.
6. All race courses, start and finish areas, and line up area clean-up will be the responsibility of the DPSEF race department and performed to the satisfaction of the DPSR General Manager or his/her designee.
7. Lift line cutting privileges will be only at the discretion of DPSR General Manager or his/her designees.



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8. Use, type and display location of sponsorship materials may be approved by DPSR General Manager

9. Periodically, DPSR Ski Patrol Director will confer with DPSEF Head coach to facilitate DPSEF's preparation of a written race event medical plan required by USS&S Competition rules.



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EXHIBITC

**Standards of Lift Operations as
Established by DPSEF
(Standards of Operation, Paragraph III (I))**

Diamond Peak Ski Team Lift Procedures (must always be followed):

1. Obey all the Signs and Procedures maintained and established by the Resort.
2. Sit all the way back on the seat with back against back of seat. (Yes, we know that this is not comfortable for smaller kids, as their legs will be straight out in front and not bent at the knees, but it is the safest position).
3. Hold on to the side arms or center bar.
4. Sit facing forward.
5. Pay attention •• do not fuss with clothing, equipment or food.
6. Absolutely no horseplay will be tolerated.
7. When a coach is loading with children, and a child does not make it safely onto the chair before the end of the loading zone, the coach is not to attempt to pull them onto the chair. Mis-loaded children should be guided into the catch pits at the end of the loading zones.
8. Children under 51 inches (measured with skis and helmet on) will not be allowed to ride any lift by themselves, regardless of age or ability level.

Diamond Peak Ski Team Lift Guidelines (Children, parents and staff must use their own judgement as to when to apply):

1. Follow the Guidelines established by the Resort according to your own judgement.



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2. Smaller children should sit in seats 1 and 4 (outside seats) so that they can grab the side arms.
3. On lifts equipped with a chair bar, children who are large and strong enough to lower and raise the bar safely should lower the safety bar.

Coaches will be encouraged to do the following:

1. During early load mornings and whenever lift lines permit, U12, U10, Tahoe League and Mighty Mites will ride 2 children per chair unless accompanied by an adult (coach, parent or reasonably proficient bystander)

Parents are encouraged to do the following:

1. Talk to your kids about assuming responsibility for their actions.
2. Speak with coaches and Ski Patrol to determine for yourself if you want your children to lower the bar when unaccompanied by an adult.
3. Speak with coaches and Ski Patrol to determine for yourself if you want your children to ride in positions other than 1 and 4 on the chair.
4. Ride the lift with your children when you feel appropriate for example on very windy, icy, rainy, cold times when the chairs are the most slippery.
5. Report horseplay to coaches or Ski Patrol when you see it.



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**EXHIBIT D
CONFLICTS OF INTEREST STANDARDS**

The following standards shall be used to identify potential or actual conflicts of interest arising under this agreement:

1. The District, DPSR and their respective officers, trustees and managerial employees shall comply with the District's internal conflict of Interest policies and procedures, as amended from time to time.
2. DPSEF and its officers, directors and managerial employees shall comply with DPSEF's internal conflict of Interest policies and procedures, as amended from time to time.