

RACE TEAM CONTRACTOR AGREEMENT

THIS AGREEMENT made this ____ day of _____ 2009, by and between _____, hereinafter called the "Race Team", and **Dundee Resort Development, LLC. dba Arapahoe Basin Ski Area**, hereinafter called "Arapahoe Basin".

WITNESSETH, that the Race Team and Arapahoe Basin, for the consideration named, agree as follows:

ARTICLE 1. SCOPE OF THE WORK

*Arapahoe Basin Ski Area
28194 US Hwy 6
Arapahoe Basin, CO 80435*

Work to be performed: Arapahoe Basin provides race training venue called "hill space" at the above-mentioned location, as scheduled in advance with Race Team and per this contract.

ARTICLE 2. TIME OF COMPLETION

The work to be performed under this Contract shall be completed within three hours on the day that you have designated and is agreed to by Arapahoe Basin.

ARTICLE 3. THE CONTRACT PRICE

The Race Team shall pay \$275 per session for hill space, if registration form and 50% deposit is received by July 31, 2009. Reservations made on or after August 1, 2009, will be charged \$325 per session for hill space. Individual race teams that share race lane space will each be charged \$175 per session.

ARTICLE 4. PROGRESS PAYMENTS

Race Team shall provide a deposit of 50% of the total cost for the provision of hill space, to hold hill space at time of registration. Full payment is due 10 business days before hill space rental date accompanied by this signed contract. Any team that books lane space within ten days of intended training date will be charged a one-time administration fee of \$25, as well as 100% of the total cost of hill space at time of registration.

Cancellations and Refunds: A full refund will be given if cancellation is outside of 10 business days from training date. The full deposit will be forfeited if cancellation occurs between 5-9 business days from training date. Cancellation less than 5 days prior to the assigned training date will result in loss of full amount of payment.

All training is weather and snow dependent; new snow of 6 inches or greater will result in cancellation of training for that day. Arapahoe Basin will supply a complete refund for the cancelled day if the hill space is unavailable for training due to a weather cancellation by Arapahoe Basin.

ARTICLE 5. GENERAL PROVISIONS

1. Race Team is responsible for providing Arapahoe Basin proof of \$1 million general liability insurance identifying Arapahoe Basin as a named additional insured. Proof of insurance is due with Full Payment and this signed contract - 10 business days before the assigned date for hill space.
2. Race Team is responsible for providing Arapahoe Basin signed liability releases for all participants and athletes. Blank releases will be provided by Arapahoe Basin to each Race Team. Minors must have a parent or legal guardian's signature on the liability release prior to training. All liability releases and a team roster are due ten (10) business days before the hill space rental date.
3. Race Team is also responsible for providing Arapahoe Basin with a team training roster ten days prior to the first morning of training. This roster must list all athletes and coaches and the Race Team understands that it is responsible to update this roster each morning if additional athletes or coaches are added over the course of training.
4. Expectations and Duties:
 - a. Coaches must check Race Team in by 3:30pm at the Guest Services desk the day before training begins.
 - b. Race Team is responsible for all coaches and athletes following and understanding the Colorado Skier Safety Act and Skiers Responsibility code.
 - c. Race Team coaches are responsible for behaviors of Race Team athletes and coaches. Inappropriate behavior will not be tolerated and could result in expulsion of the individual and possibly the Race Team. Expulsions are non-refundable.
 - d. Race Team supplies its own gates, drills, wrenches and salt.
 - e. Arapahoe Basin makes B-net and padding available to Race Team coaches. It will be the Race Team coaches, based on the location of and setting of their training courses, to protect their athletes by erecting B-net and/or padding, as they deem necessary. In a like manner, coaches are also responsible for the take down and storing the B-net and/or padding in Arapahoe Basin's designated locations. Arapahoe Basin is not responsible for the placement of any B-net or padding related to the Race Team's training activities.
 - f. Hill space assignments will be established and assigned by Arapahoe Basin. Race Team coaches should not under any circumstance deviate from hill space assignments.
 - g. Assigned hill space is for the expressed use of those individuals listed on the Race Team roster of the Race Team assigned that particular hill space. Letting athletes not on the Race Team roster or teams jointly use assigned

- hill space without the express permission of Arapahoe Basin or the Arapahoe Basin Director of Competition Services is strictly forbidden.
- h. Lift Tickets or passes must be properly worn and displayed at all times.
 - i. It will be the responsibility of the team coach, to assume financial responsibility for any forgotten lift tickets or passes. A credit card must be kept on file. Charges for forgotten Vail Resorts passes are \$15, and Arapahoe Basin passes \$5.
5. Arapahoe Basin and Race Team are independent entities unrelated to each other. Nothing in this agreement is intended to or shall create a relationship, express or implied, of employer-employee, principal-agent, partnership or joint venture between Arapahoe Basin and the Race Team.
6. Other than the hill space, the Race Team shall not have exclusive rights to any Arapahoe Basin facilities and will share such facilities with other members of the general public. At all times, Race Team coaches, employees and athletes shall act in a positive and cordial manner with Arapahoe Basin guests and employees.

ARTICLE 6. INDEMNIFICATION/HOLD HARMLESS

The Race Team agrees not to sue Arapahoe Basin or any of its respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, and shareholders for any property damage including but not limited to equipment damage, injury or loss (including death) to coaches or athletes which may arise in whole or part out of the use of the hill space or any facility or portion of Arapahoe Basin. The Race Team also agrees to hold harmless and release Arapahoe Basin from any and all liability and/or claims for injury or death to persons or damage to property arising out of the Race Team, its coaches', and/or its athletes' use of the hill space or any facility or portion of Arapahoe Basin, including but not limited to those claims based on any alleged or actual negligence of Arapahoe Basin, its employees, agents, or representatives or breach of any contract and/or express or implied warranty. Race Team and/or its insurance carrier shall indemnify and defend Arapahoe Basin for and against any claim, lawsuit, or litigation in connection with any injury, death, or damage arising out of the use of hill space or any facility or portion of Arapahoe Basin. As part of this agreement, Race Team shall employ legal counsel reasonably acceptable to Arapahoe Basin and shall indemnify Arapahoe Basin for any legal fees and other costs incurred in Arapahoe Basin's defense of any such claims or litigation.

ARTICLE 7. INSURANCE

The Race Team shall purchase and maintain during the performance of this agreement the following minimum limits and types of insurance: Commercial General Liability Insurance providing combined single limits of \$1,000,000 per occurrence for bodily injury and/or property damage liability. Said insurance should cover, at a minimum of \$1,000,000 general aggregate for bodily injury and/or property damage liability. Said insurance should cover, at a minimum, liability arising from the preparation, staging of race training, and follow-up of race training clinics and use of hill space and any facility

or portion of Arapahoe Basin. Coverage for auto or motor vehicles is specifically excluded from this Agreement. All above-referenced insurance policies shall be issued by insurance carriers licensed to do business in Colorado, and which have an A.M. Best rating of B+ VIII or better. The Race Team shall furnish Arapahoe Basin evidence of such insurance coverage in the form of Certificates of Insurance. Furthermore, Arapahoe Basin shall be named as an additional named insured on all insurance policies listed above. All Certificates of Insurance shall provide that Arapahoe Basin shall be given 30 days written notice prior to any material change, substitution, renewal or cancellation of said insurance. The Race Team's insurance will be primary.

ARTICLE 8. GOVERNING LAW

This agreement shall be deemed to have been made and accepted in Summit County, Colorado, and the parties agree that the laws of the State of Colorado shall govern this contract and any interpretations or constructions thereof. The parties hereby agree to submit to the exclusive jurisdiction of the Summit County, Colorado courts and waive the right to change venue. If any part of this agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties.

ARTICLE 9. INTEGRATION

There are no understandings between the parties hereto as to the subject matter of this Agreement other than as set forth herein and specifically referenced in this document. All previous communications concerning the subject matter of this Agreement are hereby superseded and this Agreement constitutes the entire integrated Agreement between the parties.

ARTICLE 10. WORKER'S COMPENSATION

The Race Team is responsible for maintaining worker's compensation insurance for all of its employees. Arapahoe Basin is not responsible for any worker's compensation insurance.

BY SIGNING BELOW, BOTH PARTIES HERETO ACCEPT THIS AGREEMENT

Race Team

Arapahoe Basin

By _____
Title _____

By _____
Title _____

Date _____

Date _____