USSA Alpine Scheduling Agreement

USSA (Club #5675004)			Fax# 435-940-277	
USSA Fees: \$160.00 - NOT PAID			Event Id 2460	
est event (Alpine) ny Resort in Utah				
Start Date:	11/21/2014	Location:	Any Resort in Utah	
End Date:	11/23/2014	Sport:	Alpine	
Event Contact:	USSA	Scoring:	USSA Scored	
Division:	Intermountain	Closed Event:	No	
Additional Comments:		Online Register:	No	
Competitions				
Men's Slalom (SL) Date: 11/21/2014 Classes: SR,U14,U16,U18,U21, Number of Competitors: 0 Entry Fee: \$50.00	Women's Slalom (SL) Date: 11/21/2014 Classes: SR,U14,U16,U18,U21, Number of Competitors: 0 Entry Fee: \$50.00	Men's Giant Slalom (GS) Date: 11/22/2014 Classes: SR,U14,U16,U18,U21, Number of Competitors: 0 Entry Fee: \$50.00	Women's Giant Slalom (GS) Date: 11/22/2014 Classes: SR,U14,U16,U18,U21, Number of Competitors: 0 Entry Fee: \$50.00	
Event Organizer Authorization	Lift Fee: \$50.00 accepts and agrees to the terms of the rms carefully before signing.	Lift Fee: \$50.00 Schedule Agreement for USSA or FIS	Lift Fee: \$50.00 S Sanctioned Event as follows in this	
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Date

By (SIGNATURE)

UNITED STATES SKI AND SNOWBOARD ASSOCIATION SCHEDULE AGREEMENT FOR USSA OR FIS SANCTIONED EVENT

This Schedule Agreement (hereinafter "Agreement") is made and entered into by and between the United States Ski and Snowboard Association, (hereinafter "USSA"), in behalf of itself and/or as local representative of the International Ski Federation (hereinafter "FIS"), ski area/landowner, and the **USSA** (hereinafter "Organizer") shown on the first page of this Agreement.

For and in consideration of the mutual covenants set forth herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

- 1. Organizer agrees that it shall be bound by and shall conform to all current event requirements as established by USSA or FIS, as the case may be. Such regulations are incorporated herein by this reference.
- 2. "Event" shall mean the **Test event** listed on the first page of this Agreement and such official training and other activities as may be specifically outlined by the rules and regulations in effect at the time of the Event. The terms of this Agreement shall apply only to the Event as described on the first page of this Agreement at the time of execution by USSA. A separate Agreement must be executed for any additional events or competitions.
- 3. Organizer shall be responsible for payment of all costs and expenses associated with the conduct of the Event listed on the first page of this Agreement, including calendar fees, head taxes, awards, as well as event official's fees and expenses as required by current USSA or FIS rules.
- 4. USSA agrees that the Event shall be known and listed as either an official USSA event or FIS event, and USSA agrees to place the Event on the appropriate Calendar and certify the results of such Event as official upon receipt of the specified fees from Organizer.
- 5. Notice of postponement, change, or cancellation, shall be made in writing, preferably on the official form and by fax or email, to the USSA national office. Concurrent notice shall be made to the regional/divisional/state offices of USSA and to the assigned technical delegate. In the case of cancelled events or competitions, Organizer shall remain responsible for all fees due USSA and/or FIS.
- 6. A duly constituted event jury shall be named and empowered by Organizer, USSA or FIS (where applicable). For USSA sanctioned Events, all jury members and judges must have a current USSA Officials membership. For FIS sanctioned Events, all jury members and judges must be current Officials members of USSA or of a national federation recognized by FIS. As appropriate to the discipline and type of Event, all referees, course-setters, judges, and chief of timing and calculations and other senior officials must be appropriately certified. USSA (and FIS where applicable) reserves the right to nominate referees, judges, and course-setters for the Event, according to policies and procedures of the USSA Board of Directors and FIS. Unless insufficient qualified individuals are available to perform such functions, the referee, assistant referee, and one-half of the course setters and/or judges shall be individuals who are not officers, directors, regular employees or members of Organizer itself or any of its parent entities or subsidiaries.
- 7. The portions of the facilities (trails, slopes, jumps, half-pipes, etc.) that are to be used in the actual event must conform with applicable USSA or FIS rules as applied by the technical delegate and event jury. Organizer shall be responsible for working with the ski area/landowner, USSA or FIS, and the event jury to select these facilities and ensure that they are prepared in conformity with applicable rules, and homologation or facility approval requirements according to discipline and type of event. USSA and FIS shall not be responsible for any costs incurred to achieve compliance.
- 8. Organizer agrees that entries for the Event shall be accepted only according to the respective USSA or FIS rules then in effect. Organizer agrees that entry of any foreign competitors shall be through the USSA national office only, unless such competitors have a current USSA membership and conform to all requirements for entry, including local, divisional, regional, state, and national qualifications.
- 9. The parties hereto understand and agree that USSA or FIS respectively, retain all commercial sponsorship rights and media exploitation rights arising in connection with the Event.
- 10. For events in which U.S. Ski or Snowboard Team participation is expected, a separate event agreement may be required by USSA in addition to this Agreement. For such events, failure of Organizer to execute such separate agreement if requested by USSA shall render this Agreement null and void.
- 11. Organizer shall either pay or waive admissions charges, entry fees, and any lift ticket fees for members, coaches and officials of the U.S. Ski or Snowboard Team and other FIS national ski or snowboard teams, in accordance with USSA and/or FIS policy.
- 12. Organizer shall process and submit proper results, as verified by the original signature of the technical delegate, and shall remit applicable USSA Head Taxes or other fees, according to USSA and FIS rules then in effect. Results shall not be certified by USSA or FIS until any outstanding financial obligations of Organizer to USSA and/or FIS have been satisfied in full.

- 13. For information on applicable insurance coverages for Organizers and ski area/landowners, please visit http://www.amerspec.com/ussa/summary.pdf. All coverage is contingent on the proper execution of this Agreement including all appropriate detail as to date, location, discipline, type of event, and class(es) of participants.
- 14. Organizer agrees:
- (a) to comply with any requirement of federal, state or local law, or any safety or eligibility regulation of USSA or FIS, in connection with the Event:
- (b) to exclude from competing in the Event any person who lacks proof of either current USSA membership in good standing, current listing on the FIS points list, or has been properly entered by a recognized federation that is a member of the FIS;
- (c) to exclude from the Event any person whom the Jury has not deemed qualified to forerun or compete;
- (d) to exclude from physical presence within Event areas or courses, at all such times as any facet of the Event may be underway, any workers who are not USSA members, properly credentialed FIS officials, coaches and trainers, or regular employees or agents of Organizer or ski area/landowner acting within the scope of their employment, unless such workers have properly executed a "Competition Worker Registration" form.

Failure to abide by the provisions of this Agreement may void any insurance coverages provided by USSA or FIS.

15. Once witnessed by the signatures on the first page of this Agreement, the terms set forth herein may be altered only by such supplemental agreements and other supplemental materials incorporated therein as are witnessed by these same parties or their authorized agents in writing. This Agreement shall extend to and be binding upon the successors and assignees of the parties hereto. The Agreement shall supersede all prior agreements between the parties relating in any way to the subject matter hereof (except for any event agreements as described in paragraph 10 above). This Agreement may be executed in counterparts, and shall be construed in accordance with, and governed by the substantive laws of, the State of Utah, without reference to principles governing choice or conflicts of laws. In addition, all legal proceedings relating to the subject matter of this Agreement shall be maintained in state courts sitting in Summit County, Utah or federal district courts sitting in the District of Utah, Central Division and Organizer consents and agrees that jurisdiction and venue for such proceedings shall lie exclusively with such courts.

Version Date: October 2010