



# TD LOCALS LEAD BACKCOUNTRY ADVENTURE WORLDWIDE AND NOW RIGHT HERE IN TAHOE DONNER

By **GIULIANA RENDE** Photos by **BEN HOGAN**

Wide open spaces...endless untouched powder...breathtaking views. Yep, it's easy to understand the allure of ditching the resort trails and earning your turns on the terrain less traveled. But, as any mountain local will tell you, hitting the backcountry is serious business. And no two people know the risks—and the rewards—better than Tahoe Donner residents Chris and Jenny Fellows, co-founders and co-directors of the North American Ski Training Center and Climbing School (NASTC).



## WHERE THE ADVENTURE BEGAN

Chris and Jenny came to Tahoe in the 1990s to teach and coach skiing at Squaw Valley. They soon found themselves spending much of their free time at Tahoe Donner, exploring the beautiful cross country trails in the winter, and mountain biking or hiking TD trails in the summer. After falling in love with the many offerings and tight-knit community, the couple decided to make Tahoe Donner their home, and built a house here in 1992.

Not long after, Chris and Jenny took a long climbing/mountaineering trip to Nepal. Although they had often talked about starting their own backcountry guiding and climbing school, it wasn't until returning from Nepal to their new Truckee home that they realized they were in the perfect spot to turn plans into action.

## WE SAW STARTING THE SCHOOL HERE AS THE PERFECT OPPORTUNITY TO GIVE BACK TO OUR TD AND TRUCKEE COMMUNITY BY HELPING EDUCATE AND GUIDE NEW SKIERS AND RIDERS.

"We were hoping to create a high-performance ski school where true 'students of the sport' could get advanced training, and have the opportunity to experience greater adventure at ranges around the world," Chris says. "We saw starting our school here as the perfect opportunity to give back to our Tahoe Donner and Truckee community by helping educate and guide new skiers and riders."

## WHEN THE DREAM BECAME A REALITY

In 1994, Chris and Jenny brought their lofty vision to life and founded NASTC, a unique performance ski school offering adventure ski training clinics for intermediate and expert skiers. They started with six courses at two local ski areas—Donner Ski Ranch and Sugar Bowl—and in 1995, added Whistler, BC and Portillo, Chile to their resort roster.

They soon found that students flocked to their popular courses, and they spent the next several years expanding NASTC's offerings by adding resorts and programs across the globe. Now in their 24th season, NASTC offers 28 courses at 16 world-class resorts worldwide, including Squaw Valley, Silverton, Kicking Horse, Verbier, St. Anton, Iceland, Grand Targhee and more.

Chris and Jenny take pride in the fact that all of their courses are taught by instructors considered the best of the best in the industry, who are all members of the PSIA National Demonstration Team and AMGA-certified guides.

"We draw from the top guns in the world of ski instruction—the teachers of teachers, the Ph.D.'s of ski pros," Jenny says. "These men and women have made a career teaching skiing, and are dedicated to helping people truly improve and further enjoy their sport."

## HOW NASTC WAS BUILT ON COMMUNITY

What makes NASTC stand out from other adventure ski schools around the globe is the personalized touch that Chris and Jenny bring to their programs. They truly care about the experience of each and every



## BASIC BACKCOUNTRY TIPS

**1 TAKE A COURSE** No one, no matter how advanced a skier, should go into the backcountry without taking a course from an AIARE-certified avalanche school. Certified schools, like NASTC, can be found on the AIARE website at [avtraining.org](http://avtraining.org).

**2 DON'T GO ALONE** Don't take a chance by going into avalanche terrain alone, or with someone who doesn't have the credentials or judgment to play it safe. Also, it's best to go with someone who knows the terrain and is patient enough to help you get acquainted with your equipment.

one of their students, and are personally invested in creating a thriving learning environment within a family atmosphere, where students can enjoy great camaraderie and often form lifelong friendships.

In fact, it is this value of community and the passions that bond us that motivated Chris and Jenny to make NASTC's permanent home right here in Truckee. They both describe how it's the family atmosphere and genuinely friendly, community feel of this area that brought them here in 1992, and keeps them here today.

"We were looking for a place to live where the surroundings would match the mountain lifestyle we love...where we could raise a healthy family, and live near a tribe of likeminded mountain people who were also raising kids," Chris says. The couple now has three teenagers: Colter (19), Monique (16) and Heath (13).

## WHAT'S NEW FROM NASTC + TAHOE DONNER

It is with this same spirit of honoring and valuing the local community that Tahoe Donner and NASTC are now offering exciting new guided backcountry skiing programs for the 2017/18 ski season right here in our own backyard. Students will have the chance to explore our local backcountry under the expert supervision of NASTC's highly-trained guides in Truckee.

Attendees will be taught the skills and know-how to keep themselves and their fellow skiers safe, learning about use of alpine touring equipment, terrain choice, skinning, pacing, setting a track, route-finding, basic mountain navigation, avalanche beacon use and much more.

## The program will be featuring three unique courses:

**AVY SAVVY:** Intro course for all levels of alpine skiers, nordic skiers, and snowboarders covering use of avalanche beacon and touring equipment plus short, beginner level tour.

**INTRO TO BACKCOUNTRY:** Group or private backcountry tour near Tahoe Donner. Includes review of avalanche beacon use. Open to intermediate and expert skiers.

**HAWKS TO EUER VALLEY:** Group or private backcountry tour in restricted terrain starting and finishing at the Adventure Center. Advanced and expert skiers in good shape only. (Exact route is subject to conditions.)

Although courses won't start until January, excitement about this new program is already brewing in the community. Tahoe Donner and Truckee residents are thrilled to have an easy way to learn, practice and fine-tune their backcountry skills locally so they can safely take advantage of the great untapped resource right in the Sierra and beyond.

**For more information or to sign up for Tahoe Donner and NASTC's Guided Backcountry Skiing and Avalanche courses, go to [skiNASTC.com](http://skiNASTC.com).**



### SKI TAHOE DONNER'S BACKCOUNTRY **NASTC TAHOE DONNER BACKCOUNTRY GUIDING**

New this year, get out and explore the great backcountry skiing right here in TD with professional instructors and guides. Learn avy skills and find powder with expert instructors. Level requirements vary, space limited. Book early.

#### **AVY SAVVY**

**DATES:** Jan. 6, Jan. 27, Feb. 23, March 3 - Half Day  
**SKIING AND AVY ED LEVEL:** ALL (beginners welcome)

An intro/overview to the backcountry. Learn to use avalanche gear, what to do if someone is caught in avalanche and route selection, plus a beginner level tour.

#### **INTRO TO BACKCOUNTRY**

**DATES:** Jan. 7, Jan. 28, Feb. 24, March 4 - Half Day  
**SKIING LEVEL:** Intermediate and up

Review use of backcountry gear, practice beacon use and burial, discuss route finding and selection, then enjoy tour up and great ski down!

#### **HAWKS TO EUER VALLEY\***

**DATES:** Jan. 20, Feb. 10, March 10 - Half Day  
**SKIING LEVEL:** Advanced/Expert

Enjoy a beautiful climb up Hawks Peak, ski the north face down to Euer Valley, and then skin back up. Route subject to conditions.

*\*Please note this terrain is closed and not accessible without a Tahoe Donner-approved guide.*

**SIGN UP + LEARN MORE AT [skiNASTC.COM](http://skiNASTC.com)**

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### GET THE RIGHT GEAR

Talk to your guides, course instructors and the outdoor shops in your area about the best gear for you. A good and affordable way to try backcountry skiing equipment without blowing your budget is to rent or demo gear from a local shop before taking the plunge.

4

### CHECK THE REPORTS

Your safety in the backcountry hinges on the weather conditions and current avalanche threat, so you **MUST** stay fully informed leading up to and right before heading out. Go to [sierraavalanchecenter.org](http://sierraavalanchecenter.org). Check out apps that will give you local weather and avalanche reports, like Open SNOW, myRadar and Avalanche Lab.

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### LEAVE A TRIP PLAN

Always leave a trip plan with a friend back home. This can be as simple as who you're with, where you're going, what time you're leaving and plan to return. Once you return, make it a habit to call to let your friend know you are home safe and sound.





## TAHOE DONNER ASSOCIATION USE AGREEMENT

This Use Agreement (the “Agreement”) is made and entered into this 27 day of October, 2017, (the “Effective Date”) by and between North American Ski Training Center, a California corporation located at Post Office 9119, California 96162 (“NASTC”), and Tahoe Donner Association, a California nonprofit mutual benefit corporation, located at 11509 Northwoods Boulevard, Truckee, CA 96161 (“TDA”). Hereinafter TDA and NASTC may be referred to individually as a “Party” or collective as the “Parties.”

### **FACILITY USE**

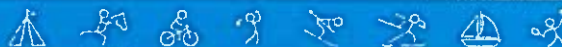
Pursuant to the terms of this Agreement, NASTC intends to offer backcountry guided excursions, Intro to Backcountry Skiing, Avy Savvy, guided private backcountry skiing (collectively, the “Event”) on portions of TDA’s real property. Also pursuant to the terms of this Agreement, TDA intends to allow NASTC to use TDA’s property and facilities thereon (collectively, the “Facility”) for Event preparation and activities as detailed in Exhibit A.

As consideration for NASTC’s use of TDA’s Facility for the Event, NASTC shall provide to TDA, and TDA shall accept from NASTC ten percent (10%) of participant fees collected.

The Facility that NASTC is permitted to use under this Agreement consists of the following: The Tahoe Donner Association Open Space (the “Open Space”) and the Tahoe Donner Cross Country Ski Area (the “Ski Area”). Maps of the Open Space and Ski Area are attached hereto as Exhibit “C”. Under no circumstances shall NASTC, the Event, or the Event participants use or occupy any area that is marked as “Closed” on the Maps or any area that TDA has notified NASTC is Closed, which TDA may do at any time in TDA’s sole and exclusive discretion, unless agreed upon in advance through this agreement in Exhibit A or future amendment. When using areas that are designated “Closed”, NASTC accepts sole responsibility for its employees, independent contractors, and participants in the event that a claim is made.

As the Event is the sole responsibility of NASTC, the provision of all other resources necessary for the contemplated Event, and the convenience and safety of the participants, attendees and vendors, shall be the obligation of NASTC. NASTC shall ensure that its activities and the Event are conducted in accordance with all applicable laws and regulations, including but not limited to applicable permitting requirements of the Town of Truckee, and other Federal, state, and local agencies.

Prior to the Event, NASTC shall inspect the Facility and notify TDA of any issues with the Facility that NASTC believes presents a risk to the Event participants, so that TDA can mitigate the risk or close that area of the Facility if necessary.





NASTC shall ensure that, immediately following the Event, all equipment, structures, and facilities, either brought in or erected for the Event, are removed from the Facility, and further, NASTC shall also ensure that all trash and other refuse generated by the Event is disposed of within TDA trash receptacles or hauled offsite, as appropriate.

### **FOOD AND BEVERAGE -{RESERVED}**

### **MARKETING**

NASTC has no right to use any intellectual property associated with TDA or the TDA brand without express written permission from TDA in each instance. If granted, any use of TDA's intellectual property shall be a revocable license, which may be revoked at any time in TDA's sole and exclusive discretion.

### **INDEMNIFICATION, INSURANCE, & LIABILITY RELEASES**

The Parties agree that the Event is the sole responsibility of NASTC. NASTC shall defend, indemnify, and hold TDA harmless for and against any and all claims, expenses, suits, fines, and damages to which TDA may find itself subject as a result of the Event or TDA's or NASTC' performance hereunder, with the exception of such directly arising from the negligence or intentional misconduct of TDA. This indemnity and hold harmless obligation shall specifically include responsibility for, but not be limited to, any and all damage to the Facility that may result from the activities of NASTC, its agents or volunteers, and any injury or damage sustained by Event participants.

In addition, and not intended to limit the scope of the above described indemnity, each Party will, at its own expense, procure and maintain the following insurance at all times during the term of this Agreement: (i) Commercial General Liability Insurance with a minimum aggregate amount of \$5,000,000 and in the amount of \$3,000,000.00 per occurrence. Such insurance companies will be rated A- VII or better by A.M. Best Company. NASTC's Commercial General Liability policy must name TDA as an additional insured, contain a waiver of insurer's right to subrogate, and include coverage of Event participants. NASTC's insurance must be primary and non-contributory.

Prior to the Event, NASTC shall obtain a signed, written liability release from each Event participant. NASTC shall pay to have the liability release drafted or reviewed by a California attorney, the release shall include TDA as a released party, and TDA shall be provided an opportunity to review, comment on, and accept or reject the draft liability release prior to its use. Anytime upon written demand of TDA, NASTC shall provide copies of all signed liability releases related to the Event to TDA, at NASTC's sole cost and expense.



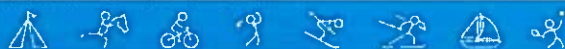


## **GENERAL PROVISIONS**

1. **Termination.** Either Party may terminate this Agreement upon any of the following events following written notice, specifically:
  - a. **Termination for Cause:** Either Party may terminate this Agreement for material breach or default of the other Party on thirty (30) days prior written notice to the breaching party. If the breaching party does not cure the material breach or default within the thirty (30) days, this Agreement will automatically terminate at such time.
  - b. **Termination Without Cause:** either Party to this Agreement may terminate this Agreement, at any time and without cause, upon sixty (60) days prior written notice.

In the event of termination, all indemnification and intellectual property responsibilities detailed herein shall remain in full effect and shall remain enforceable in all respects.

2. **Independent Contractor.** Nothing herein shall be construed to constitute the Parties as legal partners, joint ventures, franchisees, or agents of each other, or impute any obligations, fiduciary or otherwise, express or implied, in any way whatsoever, on either of the Parties. Neither Party shall make any warranties or representations, or assume or create any obligations on the other Party's behalf except as may be expressly set forth herein.
3. **Notices.** All notices under this Agreement shall be in writing and will be deemed given to the other Party (i) when delivered by hand, (ii) if sent by certified mail, return receipt requested, when delivered, (iii) three (3) business days after express delivery at the address set forth in the introductory paragraph of this Agreement, or (iv) upon acknowledgement of an email (not automatic).
4. **Governing Law.** This Agreement shall be construed in accordance with the substantive laws of the State of California without regard to the body of law regarding conflict(s) or choice of law. Venue for any and all actions shall be located in Nevada County, California.
5. **No Publicity.** Any and all press releases or other information released to the public related to this Agreement or referencing the other Party must first be consented to, in writing, by the other Party to this Agreement.
6. **Non-Exclusivity.** The Parties acknowledge and agree that nothing in this Agreement shall prevent either Party from entering into relationships with third parties similar to and/or competitive with the rights and licenses granted hereunder.
7. **Representations and Warranties.** Both Parties represent and warrant to the other that: (i) each Party will comply with all applicable laws, rules, regulations and orders of any governmental





authority in its performance under this Agreement and (ii) that each Party has the necessary authority to enter into this Agreement and carry out its obligations hereunder.

8. **Severability.** In the event that any provision hereof shall be held invalid or unenforceable under the governing law hereof, then such provision shall be reformed without further action by the Parties to the extent strictly necessary to render such provision valid and enforceable when applied to the particular facts or circumstances.
9. **Litigation.** Should either party institute litigation for the purpose of interpreting or enforcing this agreement, the prevailing party in the litigation shall be entitled to recover their attorneys' fees and costs, in addition to any other relief deemed available.
10. **Entire Agreement.** This Agreement and any exhibits hereto, all of which are by this reference incorporated herein, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and hereby supersedes all prior and contemporaneous, written or oral agreements and understandings between the Parties with respect to such subject matter. This Agreement shall not be amended or modified in any manner by course of conduct or otherwise, except by an instrument in writing signed by each Party.

IN WITNESS WHEREOF, the Parties by their duly authorized representatives have caused this Agreement to be executed as of the Effective Date.

On behalf of,

NORTH AMERICAN SKI TRAINING CENTER  
A California Corporation

TAHOE DONNER ASSOCIATION,  
a 501(c)4 California nonprofit mutual benefit  
corporation

\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
JENNIFER FELLOWS  
President

\_\_\_\_\_  
ROBB ETNYRE  
GENERAL MANAGER

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date







## **Exhibit A NASTC Events and Obligations**

### **A. Authorized Events**

Avy Savvy: Jan 6, Jan 27, Feb 23, and March 3 (all levels)

Intro BC: Jan 7, Jan 28, Feb 24, March 4 (at least intermediate and up skiing level)

Hawks Peak Climb/Ski: Jan 20, Feb 10, Mar 10 (advanced only)

Private Guided Backcountry Skiing: varied dates and times

#### **AVY SAVVY**

Intro course for all levels of alpine skiers, nordic skiers, and snowboarders covering use of avalanche beacon and touring equipment plus short, beginner level tour.

#### **INTRO TO BACKCOUNTRY SKIING and PRIVATE GUIDED BACKCOUNTRY SKIING**

These events are introductory to advanced guided backcountry skiing private events. NASTC guides cover equipment, planning, packing, terrain choice, skinning, pacing, kick-turns, setting a track, route-finding, basic mountain navigation, avalanche beacon use, hasty pit study, and skiing and riding in the backcountry terrain including “Closed” areas within the Cross Country Ski Area.

#### **HAWKS PEAK TO EUER VALLEY**

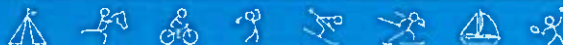
Enjoy a beautiful climb up Hawks Peak, ski the north face down to Euer Valley, and then ski back up. Route subject to conditions. Route and ski area to include use of “Closed” area within the Cross Country Ski Area.

**B. Guides and Instructors.** NASTC will provide, hire, pay, and be solely and exclusively responsible for its employees and independent contractors, which will be covered by NASTC’s liability insurance and limits as established in INDEMNIFICATION, INSURANCE, & LIABILITY RELEASES section.

- a. Guide and Instructors will maintain appropriate daily/season resort access passes will be available for NASTC Guides and Instructors to perform pre-event checks and to be worn during Event.
- b. Guide and Instructors will wear visible NASTC uniform attire while working.
- c. Guide and Instructors will notify TDA Resort Ski Patrol when Event begins and ends
- d. Instructors engaged in Downhill sports will be required to wear appropriate protective gear.

**C. Facility Locations.** Event Meeting Locations will be as follows:

- a. Alder Creek Adventure Center or Glacier Way







## **Exhibit B TDA Obligations**

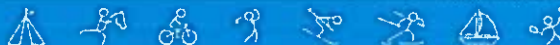
- A. Operation of NASTC Events. TDA will allow for the operation of NASTC Events as detailed in Exhibit A.
- B. Marketing and Promotion. TDA will work with NASTC during the Term to market and promote the NASTC Events at TDA in TDA marketing material.
- C. Dedicated Event Meeting Locations. TDA will designate the Club Room at Alder Creek Adventure Center on the mornings of above agreed dated Events to be utilized by NASTC from 7:00 until 9:30 a.m.
- D. Cross Country Ski Area Access. TDA will provide (2) appropriate daily/season resort access passes for NASTC Guides and Instructors to perform pre-event checks and to be worn during Event.



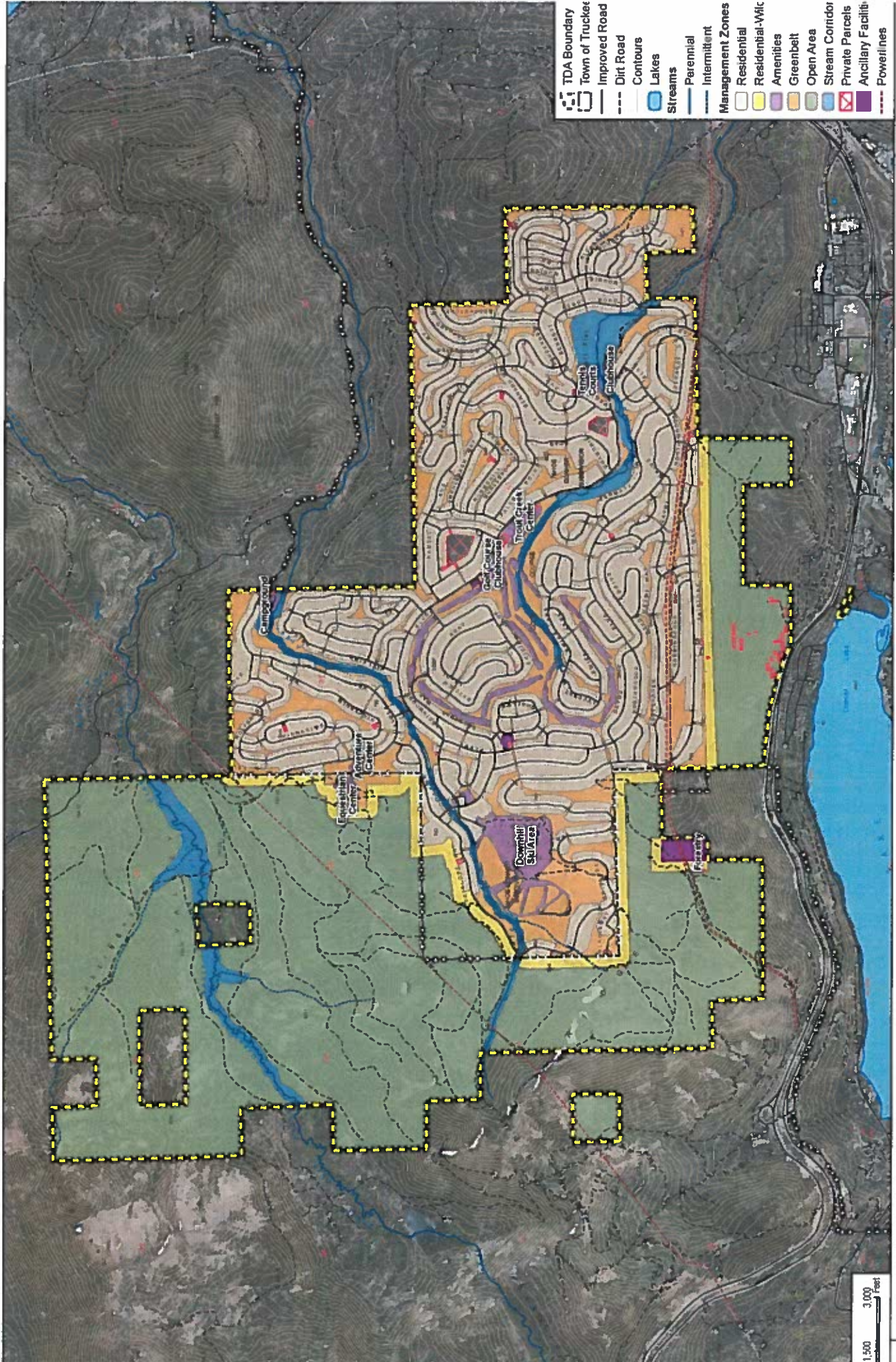


## Exhibit C TDA Maps

- **Association Map** – Land Designated as Open Area (Green) subject to Winter Cross Country Ski Area restrictions
- **Cross Country Ski Area Map** – 2016-2017 Cross Country Ski Area Map







- TDA Boundary
- Town of Truckee
- Improved Road
- Dirt Road
- Contours
- Lakes
- Streams
- Perennial
- Intermittent
- Management Zones**
- Residential
- Residential-Wild
- Amenities
- Greenbelt
- Open Area
- Stream Corridor
- Private Parcels
- Ancillary Facilities
- Powerlines

1,500 3,000 Feet

SOURCE: TDA 2015, Bing Maps, 2015



Tahoe Donner Association Land Management Plan

Manager



Elevations:  
 Day Lodge: 6,650 ft  
 Euer Valley: 6,500 ft  
 Hawk's Peak: 7,729 ft  
 Total Vertical Feet: 1,229 ft

### TRAILS & STATS

#### HOME RANGE

- 0.1 km
- 1.0 km
- 1.6 km
- 0.5 km
- 1.0 km
- 1.4 km
- 0.5 km
- 1.0 km
- 0.2 km

- Aspen
- Cup of Tea
- Lions Leap
- High Hawk
- North Fork
- Pony Express
- Wombats Ramble
- Big Dipper (Lower)
- Big Dipper (Upper)
- Boothill (Lower)
- Boothill (Upper)
- Beat Scoot
- Chickadee
- Deepest
- Dogs in Space
- Little Dipper
- Practice Hill
- Rough Rider
- Green's Gallop
- (Standing Only)
- Rust Never Sleeps
- Silver Struck
- Sunshine
- Tumbleweed
- White Lightning

- 0.7 km
- 0.8 km
- 0.7 km
- 1.0 km
- 0.4 km
- 0.4 km
- 1.0 km
- 1.8 km
- 0.5 km
- 0.1 km
- 1.4 km
- 2.0 km
- 0.9 km
- 1.0 km
- 2.6 km
- 1.0 km
- 2.2 km

- Snowshoe/Fat Bike Only
- Sequoia
- Snowshow
- 2.5 km
- 1.0 km
- 10 km
- 10 km
- 12 km
- 0.3 km
- 0.3 km
- 0.5 km
- 0.6 km
- 2.0 km
- 1.2 km

Daily Hours: 8:30 a.m.-5 p.m.  
 Acres of Terrain: 3,000+  
 Track Systems: 3  
 Number of Trails: 55 (100+ km)  
 Snowshoe Trails: 8  
 Warming Huts: 4  
 Average Annual Snowfall: 360"  
 Trail Ratings: 18 beginner,  
 21 intermediate, 12 advanced,  
 1 expert, 14 snowshoe/fat bike  
 only trails, 9 dog/fat bike trails.



# TAHOE DONNER

TAHOE DONNER CROSS COUNTRY SKI AREA  
 530-521-9421

- KEY**
- Easiest
  - Intermediate
  - Difficult
  - Expert Only
  - Snowshoe/Fat Bike
  - Striding Only
  - Dog Trails
  - Intersection
  - SKI Patrol
  - Dining
  - Bar
  - Restrooms
  - Information
  - Parking
  - Warming Hut
  - Scenic Point
  - SKI Area Boundary
  - Closed Area

Trails must be clear by 8 a.m. There will be no trail map at the end of the day. Access to ski areas requires a daily trail pass or a season pass. Please purchase your daily trail pass at the Alder Creek Adventure Center. Stay on designated trails.

TAHOE DONNER CROSS COUNTRY SKI AREA  
 530-521-9421



## TAHOE DONNER ASSOCIATION USE AGREEMENT

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### FACILITY USE

Pursuant to the terms of this Agreement, NASTC intends to offer backcountry guided excursions, and Intro to Avalanche Safety and Awareness courses (collectively, the “Event”) on portions of TDA’s real property. Also pursuant to the terms of this Agreement, TDA intends to allow NASTC to use TDA’s property and facilities thereon (collectively, the “Facility”) for Event preparation and activities from date \_\_\_\_\_ to date \_\_\_\_\_. TDA members and their guests shall be the only parties permitted to participate or attend the Events.

As consideration for NASTC’s use of TDA’s Facility for the Event, NASTC shall provide to TDA, and TDA shall accept from NASTC, 10% of the fee charged by NASTC to each Event participant.

The Facility that NASTC is permitted to use under this Agreement consists of the following: The Tahoe Donner Association Open Space (the “Open Space”) and the Tahoe Donner Cross Country Ski Area (the “Ski Area”). Maps of the Open Space and Ski Area are attached hereto as Exhibit “A”. Under no circumstances shall NASTC, the Event, or the Event participants use or occupy any area that is marked as “Closed” on the Maps or any area that TDA has notified NASTC is Closed, which TDA may do at any time in TDA’s sole and exclusive discretion. Access to the “closed” area may be allowed for the “Hawk’s Peak to Euer Valley” event as noted on Exhibit “A”.

As the Event is the sole responsibility of NASTC, the provision of all other resources necessary for the contemplated Event, and the convenience and safety of the participants, attendees and vendors, shall be the obligation of NASTC. NASTC shall ensure that its activities and the Event are conducted in accordance with all applicable laws, regulations, and best practices, including but not limited to, applicable permitting requirements of the Town of Truckee, and other Federal, state, and local agencies, using appropriate safety equipment, creating rescue plans, digging snowpits, snowpack analysis, conducting pre-Event terrain checks, and establishing a reasonable participant to guide ratio for the Event.







Prior to the Event, NASTC shall inspect the Facility and notify TDA of any issues with the Facility that NASTC believes presents a risk to the Event participants, so that TDA can mitigate the risk or close that area of the Facility if necessary.

NASTC shall ensure that, immediately following the Event, all equipment, structures, and facilities, either brought in or erected for the Event, are removed from the Facility, and further, NASTC shall also ensure that all trash and other refuse generated by the Event is disposed of within TDA trash receptacles or hauled offsite, as appropriate.

### **FOOD AND BEVERAGE - {RESERVED}**

### **MARKETING**

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### **INDEMNIFICATION, INSURANCE, & LIABILITY RELEASES**

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In addition, and not intended to limit the scope of the above described indemnity, each Party will, at its own expense, procure and maintain the following insurance at all times during the term of this Agreement: (i) Commercial General Liability Insurance with a minimum aggregate amount of \$5,000,000 and in the amount of \$3,000,000.00 per occurrence. Such insurance companies will be rated A- VII or better by A.M. Best Company. NASTC's Commercial General Liability policy must name TDA as an additional insured, contain a waiver of insurer's right to subrogate, and include coverage of Event participants. NASTC's insurance must be primary and non-contributory.

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TDA, NASTC shall provide copies of all signed liability releases related to the Event to TDA, at NASTC's sole cost and expense.

## **GENERAL PROVISIONS**

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In the event of termination, all indemnification and intellectual property responsibilities detailed herein shall remain in full effect and shall remain enforceable in all respects.

2. **Independent Contractor.** Nothing herein shall be construed to constitute the Parties as legal partners, joint ventures, franchisees, or agents of each other, or impute any obligations, fiduciary or otherwise, express or implied, in any way whatsoever, on either of the Parties. Neither Party shall make any warranties or representations, or assume or create any obligations on the other Party's behalf except as may be expressly set forth herein.
3. **Notices.** All notices under this Agreement shall be in writing and will be deemed given to the other Party (i) when delivered by hand, (ii) if sent by certified mail, return receipt requested, when delivered, (iii) three (3) business days after express delivery at the address set forth in the introductory paragraph of this Agreement, or (iv) upon acknowledgement of an email (not automatic).
4. **Governing Law.** This Agreement shall be construed in accordance with the substantive laws of the State of California without regard to the body of law regarding conflict(s) or choice of law. Venue for any and all actions shall be located in Nevada County, California.
5. **No Publicity.** Any and all press releases or other information released to the public related to this Agreement or referencing the other Party must first be consented to, in writing, by the other Party to this Agreement.
6. **Non-Exclusivity.** The Parties acknowledge and agree that nothing in this Agreement shall prevent either Party from entering into relationships with third parties similar to and/or competitive with the rights and licenses granted hereunder.





7. Representations and Warranties. Both Parties represent and warrant to the other that: (i) each Party will comply with all applicable laws, rules, regulations and orders of any governmental authority in its performance under this Agreement and (ii) that each Party has the necessary authority to enter into this Agreement and carry out its obligations hereunder.
8. Severability. In the event that any provision hereof shall be held invalid or unenforceable under the governing law hereof, then such provision shall be reformed without further action by the Parties to the extent strictly necessary to render such provision valid and enforceable when applied to the particular facts or circumstances.
9. Litigation. Should either party institute litigation for the purpose of interpreting or enforcing this agreement, the prevailing party in the litigation shall be entitled to recover their attorneys' fees and costs, in addition to any other relief deemed available.
10. Entire Agreement. This Agreement and any exhibits hereto, all of which are by this reference incorporated herein, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and hereby supersedes all prior and contemporaneous, written or oral agreements and understandings between the Parties with respect to such subject matter. This Agreement shall not be amended or modified in any manner by course of conduct or otherwise, except by an instrument in writing signed by each Party.

IN WITNESS WHEREOF, the Parties by their duly authorized representatives have caused this Agreement to be executed as of the Effective Date.

On behalf of,

NORTH AMERICAN SKI TRAINING CENTER  
A California Corporation

TAHOE DONNER ASSOCIATION,  
a 501(c)4 California nonprofit public benefit  
corporation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
JENNIFER FELLOWS  
President

\_\_\_\_\_  
ROBB ETNYRE  
GENERAL MANAGER

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





## **Exhibit A NASTC Events and Obligations**

### A. Authorized Events

Avy Savvy: Jan 6, Jan 27, Feb 23, and March 3 (all levels)

Intro BC: Jan 7, Jan 28, Feb 24, March 4 (at least intermediate and up skiing level)

Hawks Peak Climb/Ski: Jan 20, Feb 10, Mar 10 (advanced only)

Private Guided Backcountry Skiing: varied dates and times

#### AVY SAVVY

Intro course for all levels of alpine skiers, nordic skiers, and snowboarders covering use of avalanche beacon and touring equipment plus short, beginner level tour.

#### INTRO TO BACKCOUNTRY SKIING and PRIVATE GUIDED BACKCOUNTRY SKIING

These events are introductory to advanced guided backcountry skiing private events. NASTC guides cover equipment, planning, packing, terrain choice, skinning, pacing, kick-turns, setting a track, route-finding, basic mountain navigation, avalanche beacon use, hasty pit study, and skiing and riding in the backcountry terrain including “Closed” areas within the Cross Country Ski Area.

#### HAWKS PEAK TO EUER VALLEY

Enjoy a beautiful climb up Hawks Peak, ski the north face down to Euer Valley, and then ski back up. Route subject to conditions. Route and ski area to include use of “Closed” area within the Cross Country Ski Area.

B. Guides and Instructors. NASTC will provide, hire, pay, and be solely and exclusively responsible for its employees and independent contractors, which will be covered by NASTC’s liability insurance and limits as established in INDEMNIFICATION, INSURANCE, & LIABILITY RELEASES section.

- a. Guide and Instructors will maintain appropriate daily/season resort access passes will be available for NASTC Guides and Instructors to perform required pre-event terrain checks and to be worn during Event.
- b. Guide and Instructors will wear visible NASTC uniform attire while working.
- c. Guide and Instructors will notify TDA Resort Ski Patrol when Event begins and ends
- d. Instructors engaged in Downhill sports will be required to wear appropriate protective gear.

C. Facility Locations. Event Meeting Locations will be as follows:







a. Alder Creek Adventure Center or Glacier Way

**Exhibit B**  
**TDA Obligations**

- A. Operation of NASTC Events. TDA will allow for the operation of NASTC Events as detailed in Exhibit A.
- B. Marketing and Promotion. TDA will work with NASTC during the Term to market and promote the NASTC Events at TDA in TDA member marketing material.
- C. Dedicated Event Meeting Locations. TDA will designate the Club Room at Alder Creek Adventure Center on the mornings of above agreed dated Events to be utilized by NASTC from 7:00 until 9:30 a.m.
- D. Cross Country Ski Area Access. TDA will provide (2) appropriate daily/season resort access passes for NASTC Guides and Instructors for performing required pre-event checks, study, and terrain familiarity, and to be worn during Event.





## Exhibit C TDA Maps

- **Association Map** – Land Designated as Open Area (Green) subject to Winter Cross Country Ski Area restrictions
- **Cross Country Ski Area Map** – 2016-2017 Cross Country Ski Area Map

