

Agreement for Ski Patrol Services 2020-2021 Season

This Agreement is made by and between the Dodge Ridge National Ski Patrol (“DRNSP”) and Dodge Ridge Corporation, Inc. (“Dodge Ridge”).

By this Agreement, DRNSP and Dodge Ridge memorialize the understanding reached between Dodge Ridge and DRNSP regarding the service that the DRNSP will endeavor to provide to the skiing and riding public using the facilities owned and operated by Dodge Ridge as well as the provisions provided for in Section 2 to the individuals who volunteer their time.

DRNSP is a volunteer organization and the DRNSP and its members are not employees of Dodge Ridge. Nothing in this Agreement is intended nor should be construed to change that relationship. Each DRNSP member must be an “Active” member and sign the Dodge Ridge Volunteer Agreement and Release of Liability as well as the NSP Meal Agreement in order to provide volunteer services and receive the benefits enumerated in Section 2 below of this Agreement.

The persons providing service to Dodge Ridge under this Agreement may be referred to as “members of DRNSP”, “members”, “DRNSP member/s”, “volunteers”, “volunteer P/patrollers”, “volunteer members”, “P/patrollers” or any combination of those terms or other or similar terms that have equivalent meaning under this Agreement.

1. Requirements of DRNSP Patrollers / Volunteer Agreement

The members of DRNSP shall be qualified members of the National Ski Patrol and shall maintain and be trained to the standards of the National Ski Patrol as well as Dodge Ridge policies and procedures. DRNSP shall designate in writing to the Dodge Ridge Patrol Director the names of the DRNSP volunteers that are eligible for these benefits by providing a roster with this information by October 1 of each ski season. Dodge Ridge cannot issue passes until a complete list is provided.

DRNSP will provide scheduling of service days for patrollers which match the seasonal (season by day) patroller targets established by Dodge Ridge. This calendar may be updated by Dodge Ridge during the season as needed. Sign-ups for service days must occur 36 hrs. prior to the service date(day) selected by each NSP. See Attachment A – NSP Service Days Calendar. Any changes to the allocations per the NSP Service Days Calendar must be approved by Dodge Ridge. Requests for allocation changes for the purpose of trainings and/or trainers should be submitted a minimum of 7 days in advance to DR Patrol Manager and General Manager for approval.

Each member of DRNSP shall be required to perform a minimum of 12 days of patrol duties in service to Dodge Ridge each season. Of those 12 days, a maximum of 4 may be ‘out-of-area’ days. Those DRNSP members that are full-time students or who have contributed over 20 years of service will only have to perform 6 days of patrol duties in service to Dodge Ridge each season.

As part of regular on-going communication between Dodge Ridge and DRNSP, DRNSP will provide Dodge Ridge a weekly report of actual patrolling, completed by patroller name and date, monitoring attendance to ensure compliance with the minimum days commitment by each patroller.

In the event of any unauthorized or fraudulent use of privileges, such as the lunch allowance and/or a season pass by a patroller occurs, DRNSP will take immediate disciplinary action. This action may result in suspension and/or termination of the patroller and immediate return of voided season pass. Additionally, DRNSP shall provide monthly written reports, in a form set forth by Dodge Ridge, by the 15th of each month to the Dodge Ridge Patrol

Manager of volunteer services provided under this Agreement. *Patrollers who fail to meet their minimum days commitment are subject to disciplinary action based on the DRNSP P & P and will be placed on probation. Probationary patrollers will receive a ticket of the day and no other benefit.*

The patrollers shall perform ski patrol related services including first aid, rescue and safety services, and basic guest-relations services at the ski area. The patrollers will use their best efforts to promote and contribute to the skiing pleasure of the patrons and guests of the facilities operated by Dodge Ridge and to encourage others to use the facilities.

DRNSP has patroller categories recognized by the National Ski Patrol. All categories of **Active** patrollers except **Candidate**, **Inactive**, and **Alumni** are eligible for the benefits described in Section 2 below of this Agreement.

Dodge Ridge will provide a complimentary lift ticket of the day to **Candidates** when they are training or performing patrol duties, wearing a uniform properly designating their status and be in the company of an active Dodge Ridge patroller. **Candidates** are not eligible for other benefits.

Inactive members must surrender their Season Pass to Dodge Ridge and are not eligible for any benefits once becoming an **Inactive** member.

Alumni are eligible for a complimentary season pass for any member of the DRNSP who has volunteered services to Dodge Ridge for 20 years or more. A season pass will be awarded to any Patroller having provided service to Dodge Ridge for 15 years at a discount of half of the full season price in effect on October 31st, after December 15th discounted pass prices will be in-season pricing. The **Alumni** Season Pass is solely for the personal use of the named Alumni (former patroller). Alumni who choose to return to active patroller status must surrender the Alumni Season Pass.

2. Season Pass - Lift Vouchers – Lunch Allowance – RV Parking - Equipment Discounts – NSP Fall Training Weekend

Dodge Ridge recognizes that the members of DRNSP have provided services to the skiing public at the facilities owned and operated at the ski area for over sixty years and in appreciation for such services Dodge Ridge will provide the following benefits to patrollers during the term of this Agreement. In all cases presentation of the patroller's season pass is required and it is agreed and understood that there is to be no direct or indirect financial benefit for the patroller, such as resale or reimbursement by others to the patroller for the use of such benefit provided.

2A. A season pass for the patroller in good standing.

2B. The season pass, when presented by the pass holder, entitles the patroller to a 20% discount on in-stock purchases from the Dodge Ridge Sport Shop. Such purchases are for the use and benefit of the patroller only.

2C. *Based upon Attachment A – NSP Service Days Calendar - One adult lift ticket voucher or one teen lift ticket vouchers or two youth lift ticket vouchers at no charge for the day the volunteer patrols. These lift ticket vouchers are subject to following blackout periods:*

- *All Saturdays*
- *Saturday, December 26, 2020 – Saturday January 10, 2021*
- *Saturday – Monday, January 16-18, 2021*
- *Saturday – Monday, February 13-15, 2021*
- *Blackout periods may change during the season.*

Other than the above listed days and/or dates, ticket vouchers may be used Sunday – Friday each week, during the current season and are not to be sold or otherwise transferred for compensation.

2D. One adult lift ticket voucher or one teen lift ticket voucher or two youth lift ticket vouchers at no charge for each day the volunteer patrols for the season closure weekend, Saturday and/or Sunday. These lift ticket vouchers will be valid for the following season and may be used at any time during the ski season for which they are valid. Lift ticket vouchers may not be sold or otherwise transferred for compensation.

2E. Additional benefits may be considered throughout the season.

2F. Dodge Ridge will provide \$17.00 towards food and/or non-alcoholic beverages during the patrolling day on which the volunteer signs-in on the form provided in the Dodge Ridge Ski Patrol office, is in uniform, presents the DRNSP season pass, and provides patrol service the day on which the food and/or beverage is taken.

2G. Patrollers are eligible for any “Equipment Purchase Program” offers that may be available. All such equipment purchase program offers are subject to the rules and regulations of the manufacturers and Dodge Ridge.

2H. To encourage and facilitate the maintenance of patroller’s personal equipment, patrollers are eligible to have equipment function checks (and any related adjustments) provided by the Dodge Ridge Sports Shop at no-charge. Iron waxing is available for half-off the regular price at Dodge Ridge Sport Shop. It is agreed that these arrangements are only for the patrollers own, personal-use equipment.

2I. Five RV Parking Passes will be issued to the DRNSP Patrol Representative at the beginning of each season and may be shared, as arranged and administered by DRNSP, throughout the season by the patrollers.

2J. Dodge Ridge will permit DRNSP to utilize Dodge Ridge facilities for NSP Fall Training subject to a separate Facilities Use Agreement.

3. DRNSP Patrol Building

The patrol building was constructed by DRNSP members at the top of Chairs 7 and 8. Dodge Ridge is the operator of a ski area on which the patrol building is situated, the patrol building was built with Dodge Ridge’s knowledge and consent. The building was constructed on lands which are the property of the US Government and which Dodge Ridge uses under a Special Use Permit.

The building was constructed with volunteer labor, donated materials, and donated funds. Permits, some equipment and other contributions were made to the project by Dodge Ridge. The purpose of the building is to serve the safety and convenience of the skiing public, as well as use by the patrol as a classroom and training facility for educational purposes. Because of the relationship of the Patrol building to the skiing public, operations of the area, and the volunteer activities of the DRNSP, the parties wish to provide for the maintenance, protection, and insurance related to the building.

Dodge Ridge and DRNSP agree that Dodge Ridge may from time to time, at their discretion, have use of the building. Such use shall be limited to inspection, maintenance, public safety; training and ski patrol related activities, including, but not limited to, meeting, equipment storage, warming hut and first aid. In all matters affecting Dodge Ridge operations, Dodge Ridge is responsible and shall have management and control of the building, but in no case, shall the Patrol building be put to any use unrelated to skier safety and ski patrol activities. In all other respects the management and control of the building remains with DRNSP.

Dodge Ridge agrees to maintain liability, fire, and damage insurance related to the building but not its contents. Such insurance shall be consistent with Dodge Ridge's current insurance program and shall be sufficient to repair or functionally replace the building. Dodge Ridge does not insure and shall not be responsible for the theft, loss, destruction or disappearance of any of the contents of the Patrol building whether DRNSNP property, or patroller property, or the property belonging to any other person or entity.

Dodge Ridge shall maintain and repair the building in its present condition, at its expense, reasonable wear and tear excluded. DRNSP shall from time to time, in its discretion, provide improvements and maintenance all to be done in coordination with Dodge Ridge.

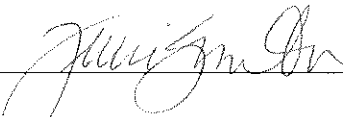
4. Headings / Term / Termination / Modification / Severability / Jurisdiction

The four section headings in this Agreement are meant to organize the Agreement and are not intended to convey separate meaning from the text of the Agreement.

This Agreement shall be in effect until modified by agreement of the parties or until terminated by either party. An authorized representative of Dodge Ridge and representatives of the duly elected directors of DRNSP shall hold an annual meeting to coordinate the efforts of the volunteer patrol and to review and renew the services and benefits that are described in this Agreement. The parties shall also use this forum to review and improve the relationship between them.

This Agreement is severable and if any clause is found to be invalid, the offending clause will be stricken and the balance of the Agreement will remain in effect and will be valid and enforceable. Any action arising out of this Agreement will be brought in the County of Tuolumne, State of California, or alternatively, in a court of competent jurisdiction in the State of California. Any disputes will be subject to and determined under the laws of the State of California.

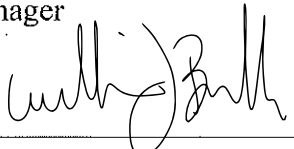
Agreed-to and Accepted:



(Signature)
Jenni Smith, Dodge Ridge Corporation
General Manager

11/27/20

Date



(Signature)
Dodge Ridge National Ski Patrol Representative
Name: Bill Borelli
Title: DRNSP Patrol Representative

11/27/2020

Date