

Section I - Contact Information

NOTE: Please complete the entire application by providing information in all fields. You may mark areas that do not apply with an "N/A." Incomplete applications cannot be accepted.

Host Organization/Group/Person:

This is the organization/group/person accepting all responsibility for the event and providing the required proof of insurance.

Organization/Group/Person Name:

XTERRA Global, LLC.

Type of Organization: ☐ Corporation ☒ LLC ☐ Non-Profit ☐ Other

Mailing Address:

45 S 7th Street, #1810, Minneapolis, MN 55402

Physical Address (If different):

Primary Phone Number: 808 870-5244 Fax Number: ()

Website Address: http://xterraplanet.com

Event Organizer:

The event organizer is the person representing the host as the contact person and who will be available for all questions prior to, during, and post event.

Name & Title: Ted Kozlo - Operations

Mail Address: 45 S 7th Street, #1810, Minneapolis, MN 55402

Primary Phone Number: () Cell Phone Number: 808 870-5244

Fax Number: () Email Address: tedshred@maui.net

On – Site Contact:

Contact information for the person who will be on-site and will be the primary contact on the day of the event if different than the event organizer.

Name & Title: Steve Andrus

Mailing Address: _____

Primary Phone Number: (385) 626-4293 Email Address: steve.andrus01@gmail.com

Section II - Event Information

Event Details:

If an event includes activities that occur within the boundary of an adjacent city, the event organizer must coordinate with the adjacent city to ensure that a similar Special Event application process IS or IS NOT required by the adjacent city.

Event Name: Xterra Pan Am Championship

Location and Type of Event: Snowbasin Ski Resort & Port Ramp Marina

Road ☐ Trail ☐ Combination ☒ Other ☐

Event Description: Saturday Sept 2 - Off Road Triathlon. Sunday Sept 2 10, 21K Trail Run.

Triathlon Swim is in Pineview Reservoir to/from Port Ramp Marina, Athletes then bike to Wheeler Canyon and ride up to Snowbasin Ski Resort and transition to Running to finish the race at Snowbasin.

Trail Runs all start and Finish at Snowbasin Ski Resort

Is this an annual event? ☒ Yes ☐ No

Is this a multi-day event? ☒ Yes ☐ No If yes, how many days? 2

Is there an admission fee? ☐ Yes ☒ No If yes, provide admission fee. \$

What is the anticipated attendance? Overall: 700 /250 Daily: 700 /250
Participant/Spectator&Staff Participant/Spectator&Staff

Previous year's attendance (if applicable): Overall: / Daily: /
Participant/Spectator&Staff Participant/Spectator&Staff

Event Setup & Tear Down:

How many days will event require to: Setup 3 Tear Down 1

Event Setup Date: Tues 9/22/21 Event Setup Time: 08:00 to 05:00
(Day of the Week) (Date) AM/PM AM/PM

Event Start Date: Saturday 9/25/21 Event Start Time: 06:00
(Day of the Week) (Date) AM/PM

Event End Date: Sunday 9/26/21 Event End Time: 12:00
(Day of the Week) (Date) AM/PM

Event Tear Down Date: Sunday 9/26/21 Event Tear Down Time: 12:00 to 04:00
(Day of the Week) (Date) AM/PM AM/PM

Section III - Street Closure(s)

Temporary Street Closure:

The County requires that all temporary street closures (Soft/Intermittent access during event or Hard/No Access during event) be approved by the appropriate agency; for example, the Utah Department of Transportation (UDOT) is responsible for State Roads and the Weber County Engineer is responsible for County Roads. Any road closure requires written approval from the responsible agency.

UDOT Road(s): ☒ Yes ☐ No Street Name(s)/Location: see attached

County Road(s): ☐ Yes ☒ No Street Name(s)/Location: _____

Closure Type: ☒ Soft ☐ Hard Describe: intermittent traffic control at Spillway Crossing

Closure Start Date: Saturday 9/25/21 Closure Start Time: 09:15
(Day of the Week) (Date) AM/PM

Closure End Date: Saturday 9/25/21 Closure End Time: 10:45
(Day of the Week) (Date) AM/PM

Does the event have its own barricade equipment? ☒ Yes ☐ No

Will event rent barricade equipment? ☒ Yes ☐ No

If yes, please provide rental company information and contact person

Contact: Brad Clark

Company: Traffic Safety Rentals

Address: _____

Email Address: brad@trafficsafetyrentals.com Phone Number: 801-627-1970

Traffic Plan:

If UDOT, the County Engineer, or any other County review agency requires the event organizer to obtain a professional traffic plan, it must be submitted at least fourteen (14) days prior to the event.

All applications, involving street closures, must include a Traffic Plan Element that describes traffic impacts and mitigation strategies. It is suggested that all traffic impact locations and mitigation strategies be further shown on a site plan/map or attached as a separate illustration.

Section IV – Catering/Food & Beverage

Weber-Morgan Health Department Coordination/Permits:

The event organizer must coordinate with the Health Department's Environmental Health Services Office when food and/or beverages will be sold or provided. For more information call 801.399.7160 or email: envhealth@co.weber.ut.us.

Weber-Morgan Environmental Health
477 23rd Street, Suite 200
Ogden, Utah 84401

Food and Beverage Information:

Please mark which one applies:

- ☐ Food and/or beverages **WILL NOT** be sold or provided at event.
☒ Food and/or beverages **WILL** be sold or provided at event.

Describe food type and service method: Only at Snowbasin Ski Resort - by Snowbasin

Food Service Vendor List:

In addition to possessing temporary food permits appropriately issued by the Health Department, all food vendors must possess a valid business license issued by Weber County or the jurisdiction where the vendor's business is based. For more information go to:

<http://www.webercountyutah.gov/Engineering/business.php>

- | | |
|----|-----|
| 1. | 10. |
| 2. | 11. |
| 3. | 12. |
| 4. | 13. |
| 5. | 14. |
| 6. | 15. |
| 7. | 16. |
| 8. | 17. |
| 9. | 18. |

Alcoholic Beverages:

If alcoholic beverages will be sold at the event, a separate application requesting "local consent" must be submitted to the Weber County Public Works Office located in the Weber Center, Suite #240, 2380 Washington Blvd., Ogden, Utah. 84401. The application requesting local consent must be submitted concurrently with or prior to making application for a Special Event.

Please mark which one applies:

- ☒ Alcoholic beverages **WILL NOT** be sold or provided at event.
☐ Alcoholic beverages **WILL** be sold or provided at event.

Describe alcohol type and service method: _____

Section V – Sanitation & Trash Removal

Restroom and Hand-Washing Station Information:

Some events will require the presence of portable restrooms and hand-washing stations. The number of these facilities is based on event type and attendance. Compliance with the Americans with Disabilities Act (ADA) is required.

For information related to the required number/type of facilities, contact the Health Department's Environmental Health Services Office as describe above in Section IV. Restroom and hand-washing station information must be illustrated on event site plan/map submitted with the Special Event application.

Will event organizer provide portable restroom facilities?

☒ Yes

☐ No

If yes, please provide rental company information and contact person below:

Company Name: Honey Bucket - only at Port Ramp Location

Address: _____

Contract Number: _____

Contact Person/Email Address: Steve Boyce

Phone Number: 801-972-3115 Fax Number: ()

Trash Removal:

Trash removal includes, but is not limited to, emptying trash bins and removing all litter and debris from the event site and other affected areas. Please provide the following information for those responsible for trash removal.

How will event organizer provide trash removal?

☒ Event Staff

☐ Contract

Please provide staff member or company information below:

Staff Member/Company Name: Ben Dillon

Address: _____

Contract Number: 985-774-4924

Contact Person Name/Email Address: _____

Phone Number: () Fax Number: ()

Section VI – Venue, Structures & Equipment

Venue Information:

When a Special Event is held at a County park, the event organizer must contact the appropriate facility manager to coordinate a schedule and determine whether or not the event will require the execution of an agreement for use of the facility. If an agreement is necessary, the event organizer must ensure that the agreement receives an official County approval prior to the event taking place.

If an event is held on public, quasi-public or private property, the event organizer must provide proof that permission has been given by the owner.

Will the event take place at a Weber County park?

☐ Yes

☒ No

Venue Name or General Location if Not Properly Named: _____

Snowbasin Ski Resort & Port Ramp Marina

Venue Address: _____

Venue Description and Specific Locations within Venue: _____

The swim portion of the triathlon operates out of Port Ramp Marina. The rest of the event operates out of

Snowbasin Ski Resort

Note: Please attach site plan/map to the Special Event Application Form and packet.

Structures and Equipment:

When a Special Event uses temporary structures and certain equipment it may be necessary for the event organizer to coordinate with the Weber County Building Official and Fire Marshal. It may also be necessary for the event organizer to address mitigation strategies when the event impacts neighboring properties.

Please mark all that apply:

☒ Amplified Speakers

☐ Generator(s)

☐ Bleachers

☐ Stage

☒ Tents/Sun Canopy

☒ Start/Finish Line Structure

☒ Fencing

☐ Playground Equipment

☐ Other (Please Describe) _____

Note: Please show and dimension all structures on the Special Event site plan/map.

Section VII - Parking & Shuttle Service

Parking Information/Plan:

Describe the overall public parking plan, including specific information about each parking area, and provide a count for parking spaces in each:

Snowbasin Ski Resort is responsible for all vehicle parking in their lots provided.

All specatators and participants park in the open field owned by Snowbasin beside the marina.

All staff park at the Port Ramp Marina provided parking area

All specatators and participants park in the open field owned by Snowbasin beside the marina.

All parking provided by Snowbasin Ski Resort at theresort

Note: Please show all parking areas, including ADA accessible spaces on the Special Event site plan/map.

Shuttle Information:

Will shuttle service be provided from a parking area to the event site?

☒ No ☐ Yes, provided by event staff. ☒ Yes, provided by professional shuttle service.

If yes, describe the shuttle plan and provide contact information below:

one way shuttle for athletes only from Snowbasin Ski Resort to Marina

Note: Please show all pick-up and drop-off locations on the Special Event site plan/map.

Staff Member/Company Name: Red Star

Address: 2920 Directors Row B, Salt Lake City, UT 84104

Contract Number: _____

Contact Person/Email Address: _____

Phone Number: () : (801) 685-8560 Fax Number: ()

Section VIII – Security & Safety

Public Safety Services:

The County, as part of an event approval, may impose conditions in order to protect public and private property, ensure the proper management of traffic, and reduce the possibility of a public safety resource shortage in the community.

The event organizer may request the use of the Weber County Sheriff's Office resources or the County may require the use of Sheriff's Office resources if the Special Event warrants a moderate to high level of police protection. A fee, in addition to the Special Event application fee, will be charged by the Sheriff's Office and the cost may be based on number of officers needed, type and quantity equipment required, event date, time, location, and length, anticipated traffic and weather conditions, estimated number of participants and spectators, and the nature, format, and configuration of the event.

The event organizer must contact the Weber County Sheriff's Office to coordinate the use of County resources and fees must be paid prior to the issuance of the special event permit.

For Weber County Sheriff's Office participation information visit, email, or call:

Weber County Sheriff's Office		Lieutenant Pledger
1400 South Depot Drive (700 West)	OR	jpledger@co.weber.ut.us
Ogden, Utah 84404		801.778.6910

Please describe security plan and the coordination of law enforcement response:

Weber County Sheriffs Office for traffic control at spillway crossing - Brent Butler has been
contacted.

Does event organizer request assistance from Weber County Sheriff Office? ☒ Yes ☐ No

Does the event organizer propose the use of a private security company? ☐ Yes ☒ No

If using a private security company, please provide company and contact person information below:

Company Name: _____

Address: _____

Contract Number: _____

Contact Person/Email Address: _____

Phone Number: () _____ Fax Number: () _____

Section IX - Emergency Services

Fire Prevention Plan:

All events are required to submit a fire prevention plan and be available to coordinate the review of the plan with the Weber Fire District if necessary. An additional fee may be charged for fire prevention services and equipment provided by the Weber Fire District.

Please describe any possibility of igniting a fire and the event's plan for preventing, mitigating, and suppressing a fire:

No possibility of igniting fires. Snowbasin Ski Resort responsible for their facilities.

Emergency Medical Plan:

All events are required to submit an emergency medical plan and be available to coordinate the review of the plan with the Weber Fire District if necessary. An additional fee may be charged for medical services and equipment provided by the Weber Fire District.

The level of medical service that is available at an event is dependent upon the size and type of event. The minimum plan for providing medical services for small events, with a low medical risk, may be the designation of an event staff member who can call 9-1-1 and is certified in CPR. Events that are larger and/or have a higher medical risk may be required to provide more services such as paramedic, ambulance, advanced life support, and on-site physician.

It is responsibility of the event organizer to ensure that all medical support personnel, whether paid or volunteer, are familiar with the Utah Health Code and have the appropriate licensing, certifications, and insurance to provide services at a Special Event.

Emergency medical plans should include but are not limited to:

- Name, contact number, and certification type/level for all medical services providers.
- Description of communication type/method.
- Description or illustration (on Special Event site plan/map) of first aid and/or other medical service or staging locations.
- Description or illustration (on Special Event site plan/map) of medical evacuation strategies and/or staging locations.

Please describe any likely medical condition(s) that can result from the event and describe the event's plan for prevention, treating conditions/providing medical services, and evacuation:

2 medical teams are present;

McKay Dee Hospital Sports Medicine provides approx 10 man medical crew stationed at Port Ramp Marina and Finish area at Snowbasin Ski Resort - Melissa Call is coordinator

Snowbasin Ski / Medic Patrol assigned to all off road race course on the mountain - Scott Feters is coordinator

NOTE: To assist in determining the appropriate level of medical services for an event, please refer to the table on page 14.

Medical Provider Information:

If medical services will be provide by an entity other than a Weber Fire District resource, please provide the following information:

Company Name: Snowbasin Ski / Medic Patrol / McKay Dee Sports Medicine

Address: _____

Contract Number: _____

Contact Person/Email Address: sfeters@snowbasin.com / melissa.call@imail.org

Phone Number: 801-200-1119 / _____ Fax Number: () _____

If medical services will be provided by individuals other than Weber Fire District personnel, please provide name(s), contact number(s), and certification type/level below:

Name	Number	Certification Type/Level

EMERGENCY MEDICAL SERVICES RESOURCE MATRIX

Event Type	Anticipated Crowd size	Knowledge of 9-1-1 and CPR	Basic First Aid Stations	Mobile First Aid Stations	ALS First Aid Stations	Ambulance	Mobile ALS Teams	On-site physician
Concert/ Music Festival/ Street Fair	<800	*						
	800-1,500	*	*					
	1,500-3,000	*	*	*	*			
	3,000-5,000	*	*	*	*	*		
	5,000-10,000	*	*	*	*	*	*	
	Over 10,000	*	*	*	*	*	*	
Athletic/ Sporting Event	<800	*	*					
	800-1,500	*	*	*				
	1,500-3,000	*	*	*	*			
	3,000-5,000	*	*	*	*	*		
	5,000-10,000	*	*	*	*	*	*	
	Over 10,000	*	*	*	*	*	*	*
Conference/ Convention	<800	*						
	800-1,500	*						
	1,500-3,000	*	*					
	3,000-5,000	*	*	*				
	5,000-10,000	*	*	*	*			
	Over 10,000	*	*	*	*	*	*	

SECTION X – Event Signage Plan

Standards for Temporary Signs:

Temporary Special Event signs are permitted when meeting the standards found in the County's Land Use Code. Please illustrate the type, dimension, and location of all proposed signs on the event Site Plan/Map or submit a separate sheet serving as a signage plan.

The unincorporated County is divided into two planning areas. All of the unincorporated area of the County located westerly of the Mount Ogden ridgeline, except for the Ogden Canyon, is the Western Weber County Planning Area. All of the unincorporated area of the County located easterly of the Mount Ogden ridgeline, including the Ogden Canyon, is the Ogden Valley Planning Area.

For events taking place in the Western Weber County Planning Area, refer to Weber County Sign Code Section 110-1-3 (6) - Special Provisions.

https://library.municode.com/ut/weber_county/codes/code_of_ordinances?nodeId=PTIILAUSCOTIT110SI_CH1WEWESI_S110-1-3SPPR

For events taking place in the Ogden Valley planning area, refer to Weber County Sign Code Section 110-2-11 - Temporary Sign Usage.

https://library.municode.com/ut/weber_county/codes/code_of_ordinances?nodeId=PTIILAUSCOTIT110SI_CH2OGVASI_S110-2-11TESIUS

What date will event signs be displayed: Setup 09/13/2018 Take Down 09/15/2018

Section XI - Proof of Insurance

Insurance:

The host organization and/or event organizer must submit a certificate of insurance, listing the County as an additional insured, on an occurrence policy issued by an insurance company authorized to do business in Utah, showing comprehensive general liability and property damage coverage in the minimum amount of:

1. \$1,000,000.00 for injury or death for one person in any one occurrence; and
2. \$3,000,000.00 for injury or death for two or more persons in any one occurrence; and
3. \$500,000.00 for property damage in any one occurrence.

Section XII - Miscellaneous

Animals:

If animals will be present, food service canopies/tents/areas must be located at least fifty (50) feet away. The event organizer is required to provide hand-washing stations near animal attractions or enclosures.

Will there be any kind of animals at this event (i.e. petting zoo, pony rides, etc)? ☐ Yes ☒ No

If yes, please illustrate the location of all animal attractions and enclosures on the Special Event site plan/map.

Indemnification Agreement

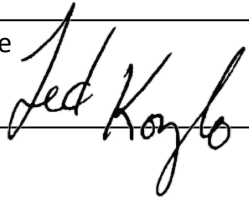
Host organization and event organizer(s) agree to defend, indemnify, and hold harmless Weber County and its employees and volunteers from any injury or death to any person or damage to any property including all reasonable costs for investigation and defense thereof (including but not limited to, attorney fees, investigation costs, expert witness costs, etc.) arising out of the issuance of applicant's Special Event Permit regardless of where the injury, death, or damage may occur.

Host organization and event organizer further agree to provide and maintain, during the proposed special event, the appropriate comprehensive general liability insurance and property damage coverage in an amount required by Weber County Code.

Ted Kozlo

Print Name

Signature



Operations for XTERRA Global, LLC.

Title

07/23/2021

Date

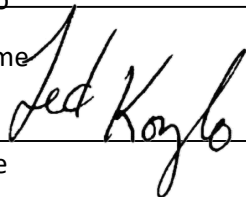
Applicant Agreement

Host organization and/or Event Organizer(s) agree that any false statement or material misrepresentation made in this application is cause for denial of a Special Event Permit. Applicant also agrees that failure to comply with relevant codes, policies, procedures, and conditions, established by the County, is cause for revocation of the Special Event Permit. Applicant further agrees that the Special Event Permit may be revoked, at any time, by any review agency for disregarding the safety and welfare of the public and willful destruction of property:

Ted Kozlo

Print Name

Signature



Operations for XTERRA Global, LLC.

Title

07/23/2021

Date

2021 Xterra Pan American
Championship
Swim Start / T1 /Bike Out
Port Ramp Marina

LZ

STAFF
PARKING

Staff / Production
Entrance

Public / Volunteer
PARKING

T1

162

654 ft

Image State of Utah
© USFWS
© 2009 Tele Atlas

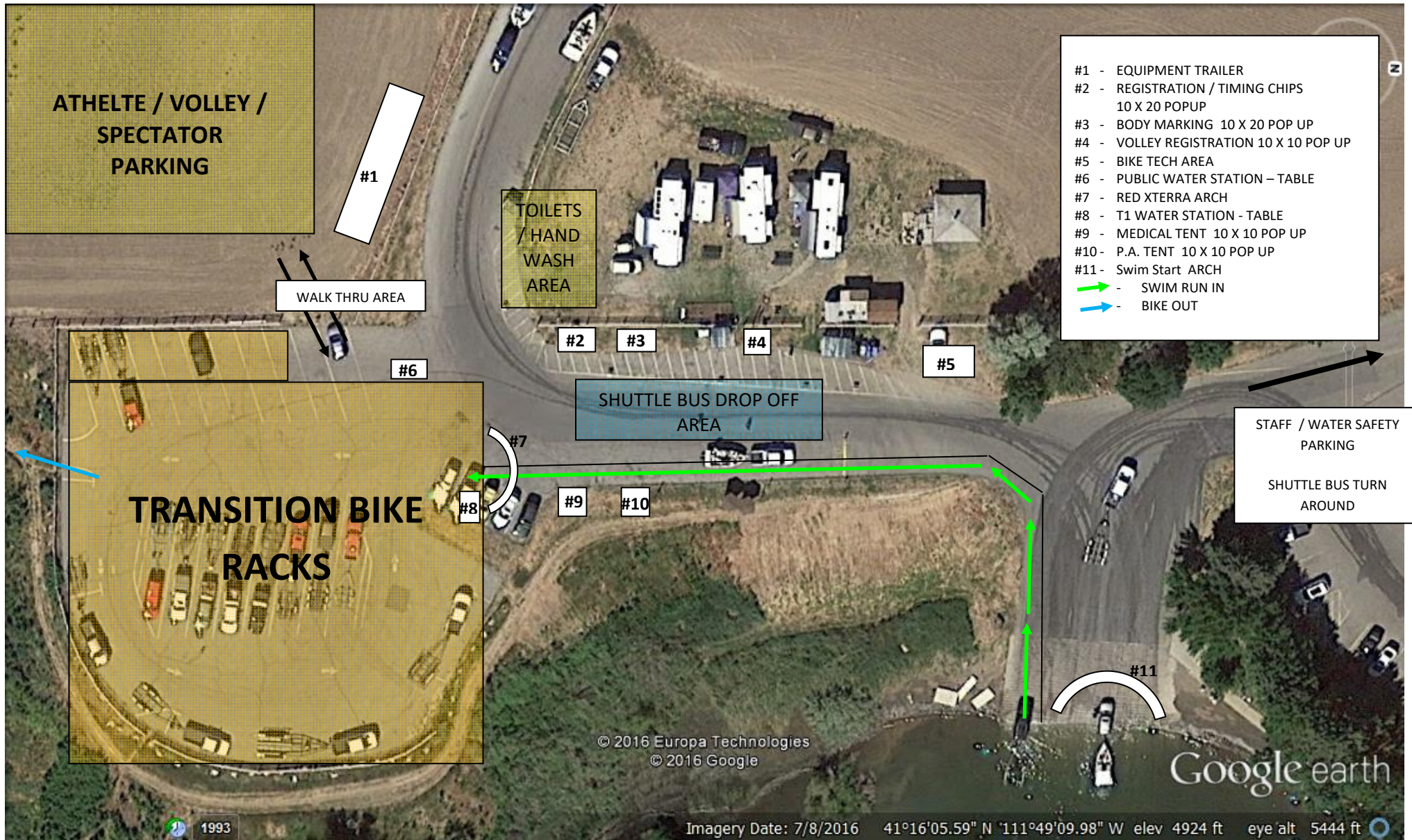
©2007 Google™

Pointer 41°16'03.02"N 111°49'14.34"W elev 4919 ft

Streaming 100%

Eye alt 7272 ft

2021 Xterra Pan Am Championship – Layout #2 – Port Ramp Marina



2021 Xterra Port Ramp Marina Site Map / Signage

1. Xterra Swim Start arch x 2– see pic. Apprx 15' high 15' wide
2. Xterra Transition Fencing – see pic. Transition is approx 100' by 200' – Fencing is 4' high
3. 4'x3' a frame signs for Public Water Station as outline as # 6 on site map
4. 10' blade Xterra Flags x 10 – see pic.
5. 2 – Xterra parking Signs 7'x3' – Road signs at entrance to parking area

**2021 Xterra National Championship
September 25, 2021**

UDOT Working Draft Plan Traffic Control / Race Operations
Pineview Reservoir Area

Proposed Plan: The safe facilitation of Xterra Athletes (bike racers) from Swim Transition at Port Ramp Marina on southeast side of Pineview reservoir to Wheeler Canyon Trail along N UT 158, crossing Pineview dam and Ogden Canyon Road.

- The proposed plan calls for Traffic Control at Hwy 39, Pineview spillway 158 crossing to allow racers safe and unimpeded crossing of 158 to Wheeler Canyon.
- Athletes will travel from the swim transition along the shoulder of the north bound lanes of Hwy 158, designated by course signage, traffic cones and course marshals, heading south, to the spillway crossing, Hwy 39 crossing and Wheeler Canyon Trails.
- Vehicular traffic will be routed to north and southbound 158.
- Temporary Electronic Road Signage and detour signs establishing the Traffic Control, Detour route and times - **“from 7:30 am to 11:00 am Saturday Sept 25, 2021”** – placed prior to race day.
- Race course clearly defined using traffic cones, course tape, markings and signs.
- Course Marshals Present to over see race course.
- 3 Weber County Sheriff's at Pineview Spillway crossing for traffic control
- All race course markings, signs and cones removed immediately after last racer leaves area.

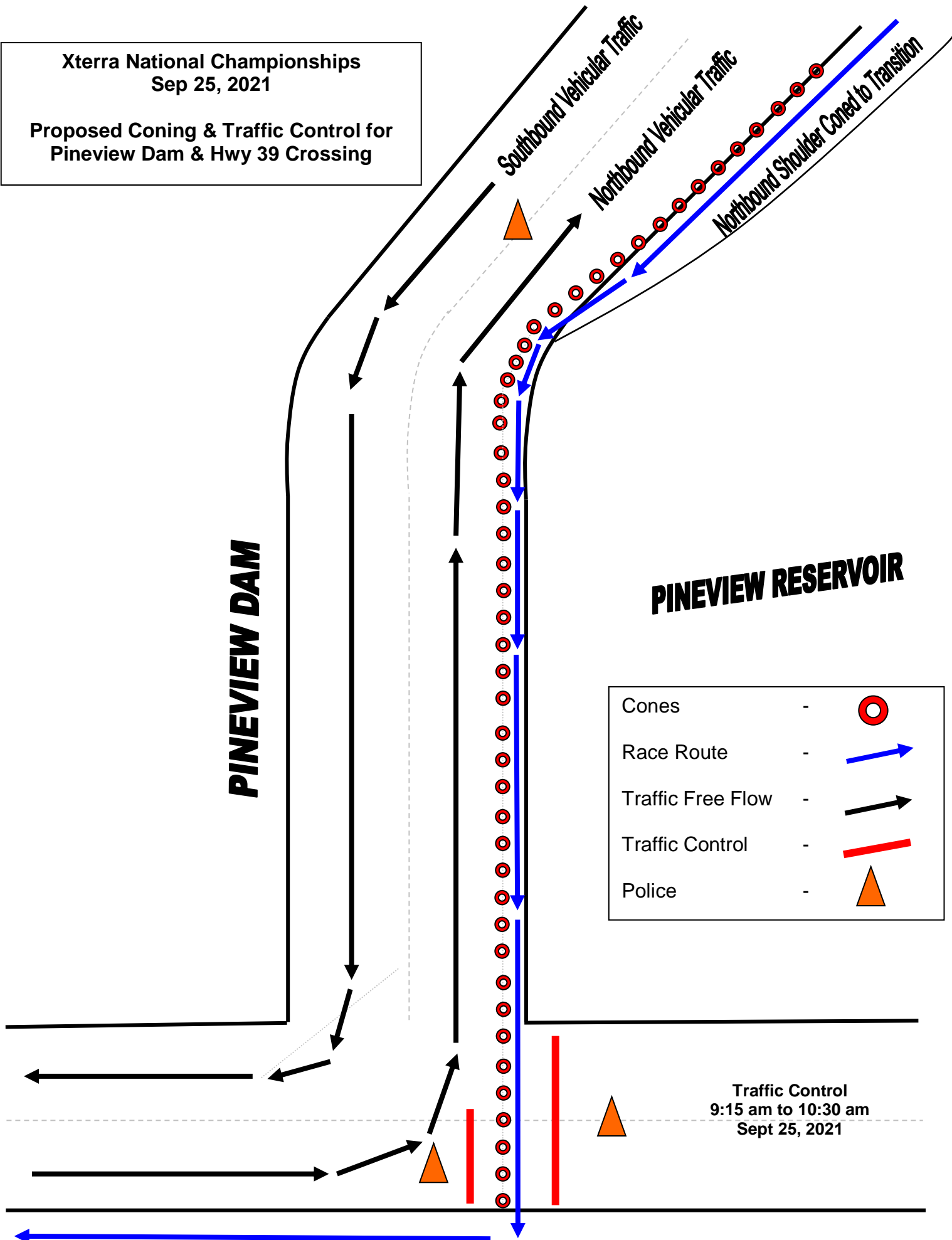
General Schedule:

Sept 23, 2021 -	Placement of Traffic Warning and Detour signs.
Sept 25, 2021:	
3:30 m	- coning and race course marking
8:30 am	- meet Police and confirm Race / Traffic plan and times
9:00 am	- Xterra Race start – Swim
9:15 am	- begin Traffic Control Hwy 39 at Spillway crossing
9:20 am	- First biker expected to leave transition
10:30 am	- Last biker expected to leave transition - estimate
10:45 am	- End Traffic Control – estimate
11:00 am	- dismantle race course markings



Xterra National Championships
Sep 25, 2021

Proposed Coning & Traffic Control for
Pineview Dam & Hwy 39 Crossing



Xterra National
Championships Sept 25, 2021

Pineview Spillway Crossing &
Traffic Control Plan



- | | | |
|-------------------|---|--|
| Race Route | - | |
| Traffic Control | - | |
| Police | - | |
| Traffic Free Flow | - | |

Image © 2007 DigitalGlobe

© 2007 Google™

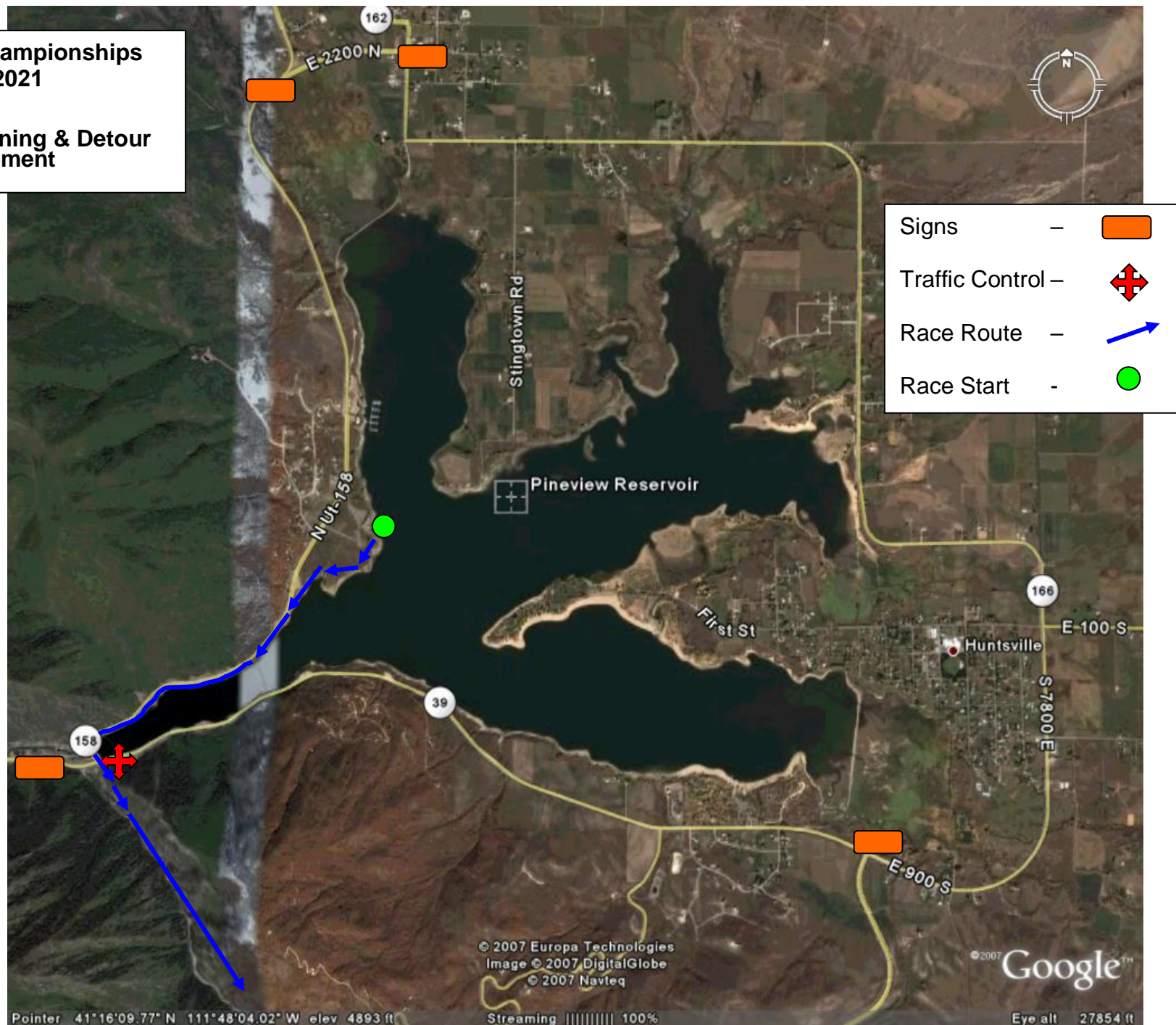
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Streaming ||||| 100%

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**Xterra National Championships
Sept 25, 2021**

**Traffic Control Warning & Detour
Sign Placement**



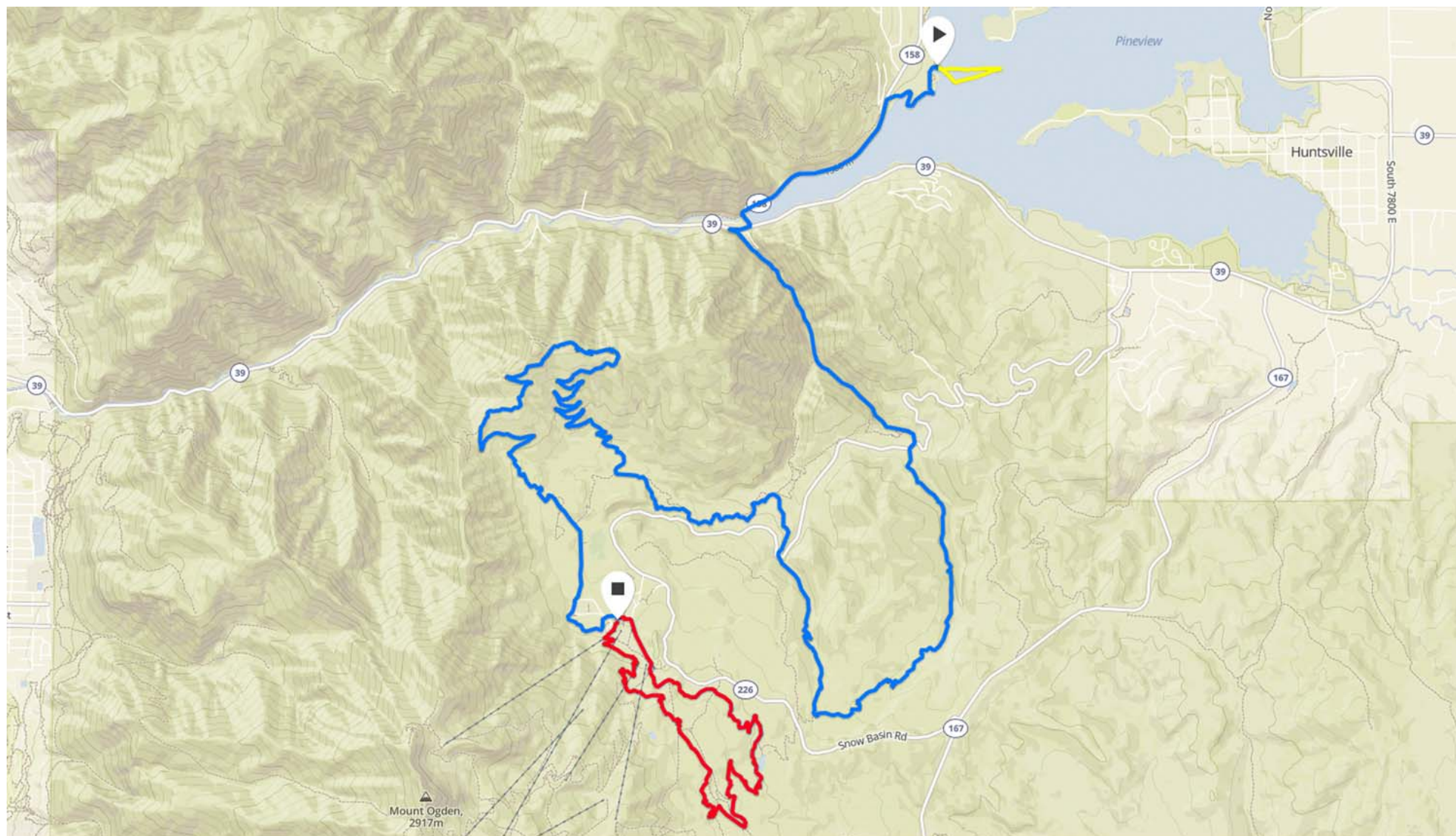
2021 Xterra Pan American Championship – Layout #3 - Snowbasin Resort



**2021 Xterra Pan
American Championship
Snowbasin Finish Area
Layout #1**

- 1 - Paul Mitchell – 20'
- 2 - Stage – 15' **Saturday on the
Patio over SB stage, Sunday
over TEAM stage**
- 3 - Volly Reg – 15'
- 4 - Xterra Shop – 20'
- 5 - BodyWorx – own 10'
- 6 - BodyWorx – own 10'
- 7 - Mnt Luxury – own 10'
- 8 - T2 Sound – TEAM 10'
- At light pole next to T2
- 9 - Oofos Trailer
- 10 – SLC Tri Club – 10'
- 11 – Stunt Puppies –own 10'
- 12 – Sky Line Cycle – own 10'
- 13 - Trail Run Rego in building
- 14 – timing finish TEAM 10'
with Suunto top
- 15 – P.A. finish TEAM 10'
- 16 – medical - 2 - 15'
- 17 – Suunto 27 ft Star Tent
- 18 – ice machine
- 19 – Athlete Recovery 30' hex
- 20 – Run Finish Tent – 2 x10'
- 21 – Finish Line Shade – 20'



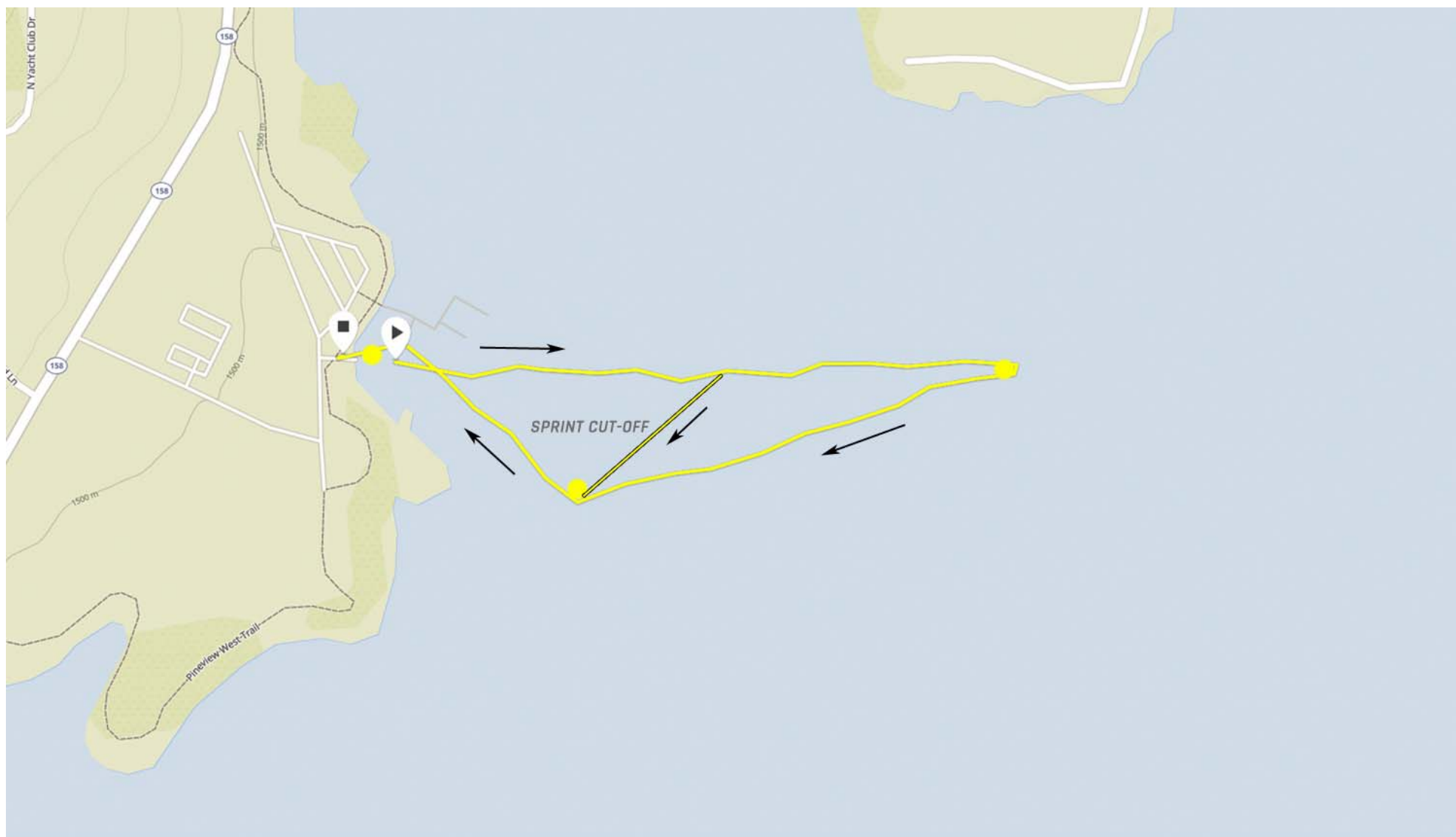


XTERRA PAN AMERICAN CHAMPIONSHIP FULL COURSE

SUUNTO



XTERRA

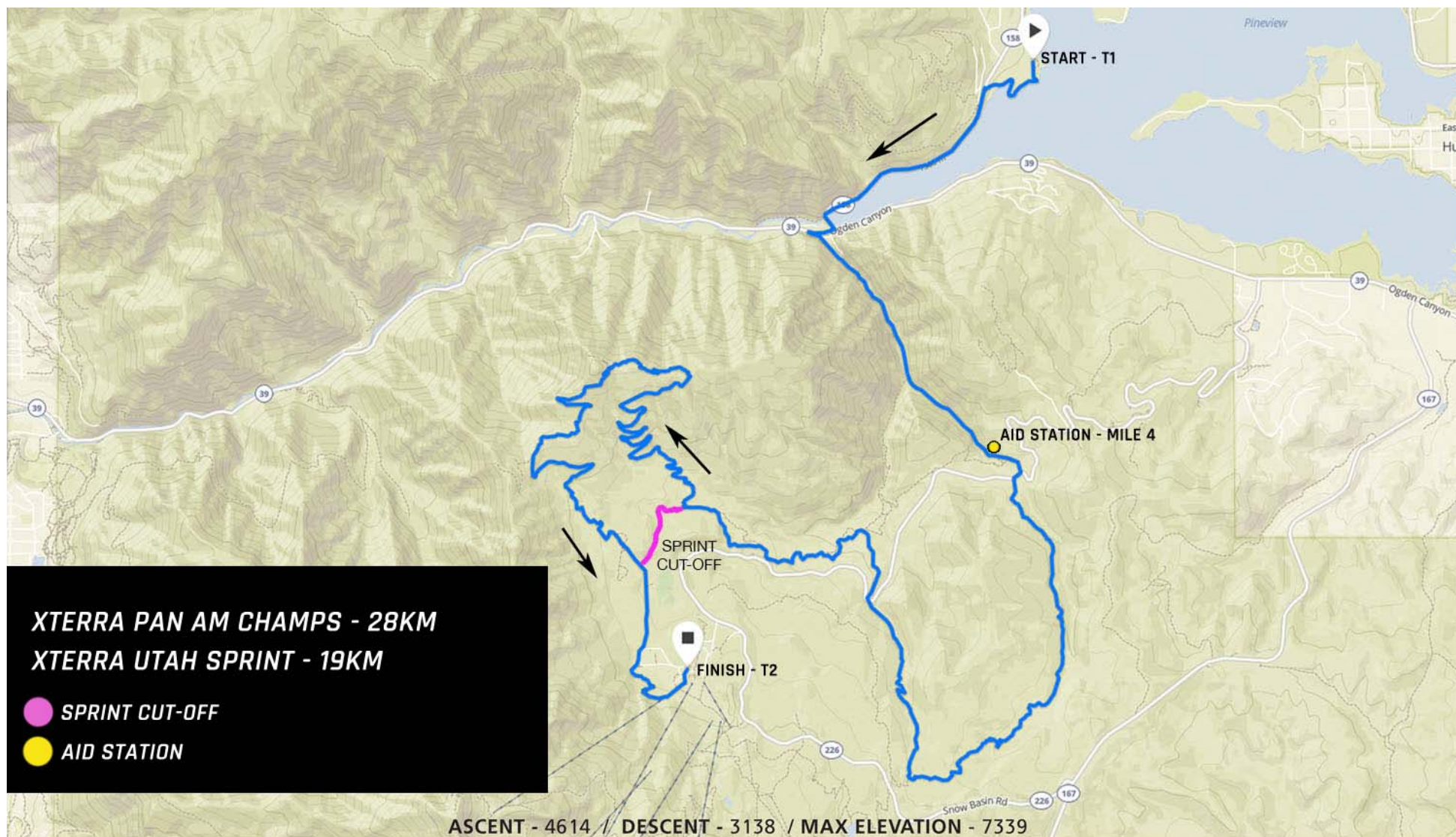


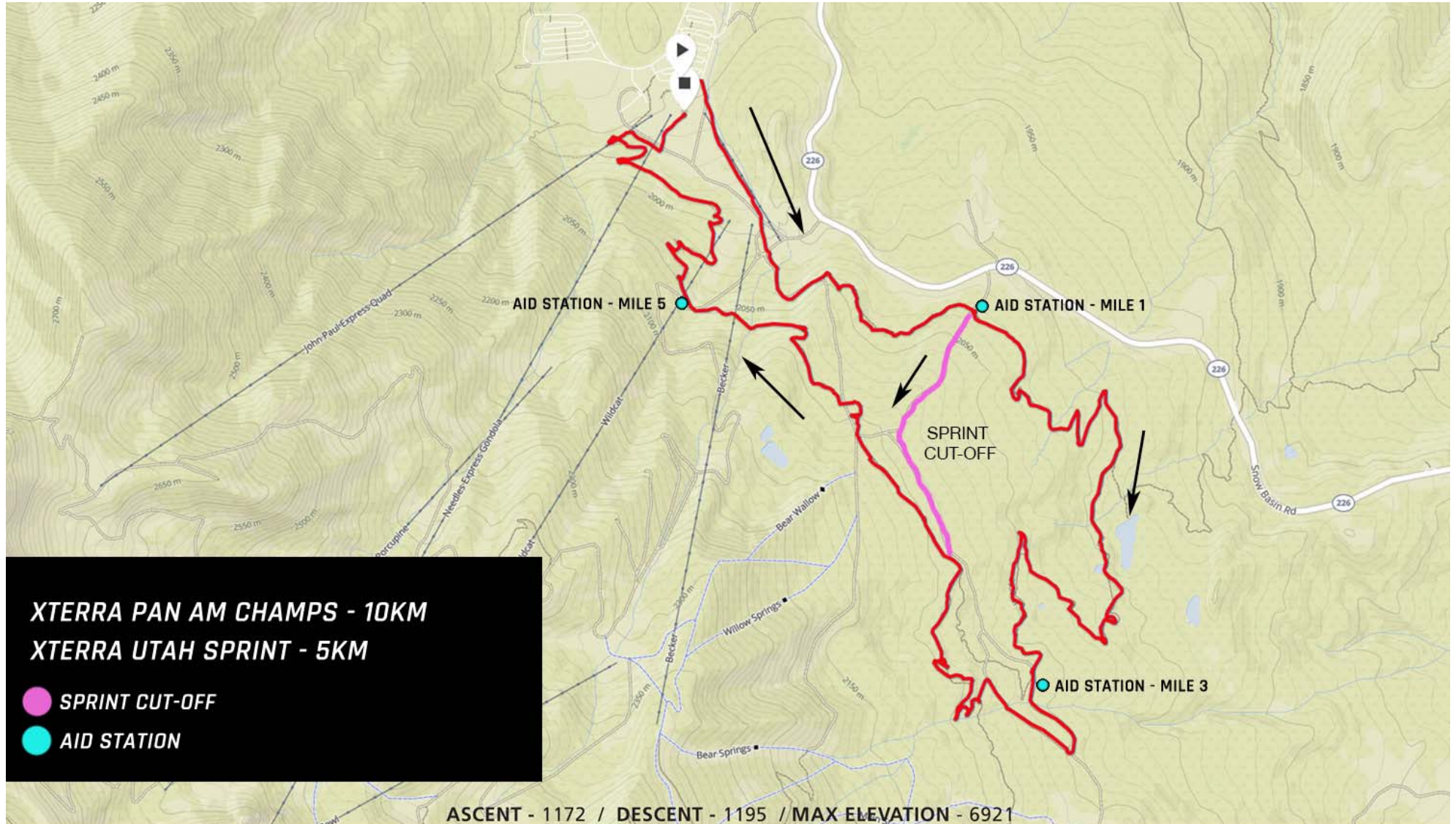
XTERRA PAN AMERICAN CHAMPIONSHIP 1.5K SWIM

SUUNTO



XTERRA





ASCENT - 1172 / DESCENT - 1195 / MAX ELEVATION - 6921

XTERRA PAN AMERICAN CHAMPIONSHIP 10K RUN

SUUNTO



XTERRA

**XTERRA 2021 USA Championship Snowbasin
EVENTS CONTRACT**

This agreement ("Agreement") is made and entered into between Snowbasin Resort Company ("Snowbasin") and XTERRA Global, LLC ("XTERRA") on _____ (today's date).

Whereas, XTERRA desires to use certain Snowbasin property, as agreed by the Parties hereto, including predetermined and approved race course areas, plaza space, and other areas as set forth herein (Premises") and obtain certain service, including food and beverage service and use of certain equipment ("Services") from Snowbasin for its XTERRA USA Championship Off-road Triathlon, XTERRA 5K/10K/21K Trail Runs, pre-race and post-race activities, and other related events ("Events") scheduled to be held on September 24th through 26th, 2021.

Whereas, Snowbasin desires to allow such use and provide such services.

Now, therefore, in consideration of the use of the Premises, the provision of the Services, and other good and valuable consideration, the sufficiency of which is hereby acknowledge, the parties hereto agree as follows.

1. **Use of Premises.** Snowbasin agrees to allow XTERRA to use the Premises for the following: Race course for the Events (including but not limited to pre-race set up and post-race tear down) and pre- and post-race plaza events including vendor and exhibit booths and event stations. Such use shall be subject to a \$10,000.00 site fee. Site fee does not include additional cost of Snowbasin machinery or labor or USFS permitting fees. Cost for Snowbasin medical support is \$39 per hour per responder. Anticipated cost for American Land and Leisure Fee is \$1,725.00. Premises shall include the following locations: Snowbasin parking lots A through E, all grassy areas NW of the entrance to Earl's Lodge, Earl's Lodge Patio, Children's learning Center, Wildflower Meadow, Snowbasin Stage, Snowbasin trails, and Port Ramp property to be used for parking. For EVENTS or related activities held on Sunday September 26th, 2021 the Premises may not include Earl's Lodge Patio or surrounding areas in that other activities not related to this Agreement are taking place in those areas that day.
2. **Services.** Snowbasin agrees to provide the Services for the consideration as set forth in the document attached hereto as "XTERRA 2021 USA Championship Agreement" provided by XTERRA and incorporated herein by this reference. All indemnification, insurance and liability provisions specifically apply to such agreement.

ALL food and beverage orders by the EVENT shall be guaranteed at least 7 days before the EVENTS begin. There will be no refunds or reduction for non-used guaranteed food and beverages. **When food items are set and agreed to, a separate Banquet Event Order (BEO) will act as addendum to this contract. BEO will be completed 60 days prior to the event date. Food count is based on guarantee, and not just those that partake in the meal as Snowbasin cannot be held liable for guest count shortages. Food prices are set on per participant basis with a baseline of \$18 per+ service charge per participant. \$18 represents a discount of 30% against other similar resort food products and services.

3. **Term.** This agreement shall terminate on September 27th, 2021, at 11:59pm.

4. **Trademarks.** XTERRA acknowledges that Snowbasin's trademarks and other intellectual property are the sole property of Snowbasin and that XTERRA has no right to use any such property without the prior written permission of Snowbasin. Any such approved use shall include required notification of such ownership. The parties agree that a breach of this provision shall entitle Snowbasin to injunctive relief and any other remedy and damage allowed under this Agreement, at law or in equity. The provisions of this Section 4 shall survive termination or merger of this Agreement.
5. **Release, Waiver, Indemnification, Insurance.** XTERRA hereby waives and release Snowbasin Resort Company, its parent, subsidiary, brother, sister, closely related affiliated companies, and all of their employees, officers, directors, agents, and property owners from any and all rights and claims, demands, suits, costs, and expenses for any injuries and damages, including but not limited to demands or actions for negligence, premise liability, emotional injury, property damage, intentional conduct, tort claims and any other actions or demands of any other nature that XTERRA has or may have against Snowbasin relating in any way to the EVENTS or this Agreement.

XTERRA will require that all participants complete XTERRA's Participant Waiver and Release of Liability agreement which shall include text naming Snowbasin Resort Company as a released party. XTERRA will require that all volunteers complete Snowbasin's Waiver and Release of Liability for Volunteers agreement. XTERRA will require all vendors or exhibitors to complete Snowbasin's Waiver and Release of Liability Agreement for Vendors and Exhibitors. All such Releases are attached hereto as Exhibit B. XTERRA shall submit to Snowbasin Risk Management copies of all such completed Releases no later than Sunday, September 26th, 2021.

XTERRA assumes all liability and agrees to indemnify and hold harmless Snowbasin Resort Company, its parent, subsidiary, brother, sister, closely related affiliated companies, and all of their employees, officers, directors, agents, and property owners from and against all rights and claims, actions, causes of action, damages, and any other losses suffered by Snowbasin, arising from or relating in any way to the Events or related activities herein.

XTERRA, in its' capacity as race organizer and sponsor, will maintain 1) Comprehensive General Liability Insurance Coverage in an occurrence format in an amount of no less than Two Million Dollars (\$2,000,000) per occurrence, and a General Aggregate limit of not less than Five Million Dollars (\$5,000,000) with no participant exclusion against claims of property damage, bodily injury, or death, and include coverage for the cost of litigation to defend such claims for occurrences arising out of the conduct of XTERRA, its' representatives, employees, volunteers, agents, and contractors, and sub-contractors, USA Triathlon Goal Foundations, its' representatives, employees, volunteers, agents, contractors and sub-contractors, state and local law enforcement, rescue personnel, and any other race volunteers, athletes, participants, sponsors, spectators, and contracted band members related to this event. This insurance coverage is considered the primary and non-contributory coverage for any and all such claims. Snowbasin Resort Company shall be named as an Additional Insured on said policy. 2) Automobile Liability insurance in amounts of no less than One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage. 3) Workers' Compensation insurance coverage as required by the Labor Code of the State of the TEAM and Employers' Liability with minimum limits of One Million Dollars (\$1,000,000), which shall include a Waiver Of Subrogation in favor of Snowbasin Resort Company. XTERRA shall furnish

Snowbasin at least fourteen (14) days prior to the Event a Certificate(s) of Insurance evidencing such insurance is currently in effect, and stipulating such insurance shall not be cancelled without notice in advance to Snowbasin.

XTERRA represents and warrants that these Events are sanctioned by USA Triathlon and Road Runners Club of America and that all insurance offerings are in effect accordingly. TEAM represents that it will assert its' best efforts to maintain the sanctioned status of the Events and therefore maintain the insurance coverage provided through said sanctioned status afforded by USA Triathlon.

The provisions of this section 5 shall survive termination or merger of this Agreement.

6. **XTERRA responsibilities:**

- By close of business Tuesday, September 21st, 2021, provide Snowbasin, prior to the EVENTS, a written list of cell phone numbers for key on-site TEAM members, volunteers, and on-site volunteer physicians.
- During Event, all materials are to be recycled in alignment with the Snowbasin's sustainability charter, including, but not limited to, all plastic beverage containers, cardboard, aluminum, and glass. Team must work with representatives of resort to properly facilitate a proper recycling effort for all event participants.
- By close of business on Tuesday, September 21st, 2021 provide a written list of names of all involved sponsors, vendors, and exhibitors who require space available in expo area.
- Shuttle service from Snowbasin's parking lot to the start of the event. Snowbasin will have no responsibility, involvement, or liability with respect to any matters arising from the shuttle operation and the transport of participants and equipment.
- Obtain at its sole cost and expense any additional licenses, permits, or approvals for the EVENTS required by the U.S. Forest Service or any local or state government agency or Mass Gathering Permit required by Weber/Morgan County.
- Comply with all applicable laws, ordinances, rules, and regulations affecting the Events and utilize the highest professional standards in conducting the Events. XTERRA acknowledges and understands and hereby assumes full responsibility and liability for compliance of XTERRA, its' employees, contractors, guests and attendees with all federal, state, local and property laws, ordinances and guidelines relating to the COVID 19 pandemic and any other related health matters. XTERRA shall diligently keep informed of the most recent laws, ordinances and guidelines including but not limited to prohibiting anyone who has any COVID 19 symptoms from attending the event(s) and entering onto Snowbasin property, enforcing social distancing guidelines, wearing of face masks, etc.
- XTERRA shall be responsible for clean-up of the site by 7:00pm on Monday, September 27th, 2021.

7. **Independent Contractor.** In carrying out its obligations and activities under this Agreement, it is understood and agreed that XTERRA is active as an independent contractor and not as an agent, partner, joint venue or employee of Snowbasin.

8. **Entire Agreement.** This agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements,

proposals, negotiations, and representations pertaining to the obligations to be performed hereunder. This Agreement may be amended only in writing when signed by both parties.

9. Miscellaneous.

- a) Severability. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effort.
- b) Attorney's Fees. If any party here to shall being any suit or action against another for relief, declaratory or otherwise, arising out of this Agreement, the substantially prevailing party shall have and recover against the other party, in addition to al court costs and disbursements, such as the court may adjudge to be responsible attorney's fees.
- c) Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah. Exclusive jurisdiction and venue for any legal claims related to this Agreement shall be in the District Court for Weber County, State of Utah.
- d) Survival. Any and all warranties, provisions, rights, and obligations of the parties hereby described and agreed to be performed subsequent to the termination of this Agreement shall survive the termination of this Agreement.
- e) Waiver. Failure to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver of such terms, covenants, and conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one or more times be deemed a waiver or relinquishment of such right or power at any other time or times. No waiver shall be valid unless in writing and signed by an authorized officer to Snowbasin.
- f) Counterparts; Facsimile; Transmission. This Agreement may be executed be facsimile and/or in any number of counterparts, any or all of which may contain the signatures of less than all of the parties, and all of which shall be construed together as but a single instrument and shall be binding on all the parties as though originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.
- g) Force Majeure. Neither party shall be deemed liable for damage due to nonperformance directly attributed to circumstances commonly defines as "force majeure" (beyond the reasonable control of the parties, i.e., an act of god)

- 10. Payment Terms.** A deposit of \$10,000 to be paid to Snowbasin under this Agreement shall be paid to Snowbasin on or before July, 1st, 2021. The remainder of the amount due shall be paid Net 30 days from final invoice date. Late payments will be subject to 1.5% service charge per month.

XTERRA Global, LLC

By: Janet Clark

It's: President

Snowbasin Resort Company

By: Davy Ratchford

It's: Vice President & General Manager

USDA, Forest Service
SPECIAL-USE APPLICATION & PERMIT FOR
RECREATION EVENTS

(Ref.: 36 CFR 251)

Authority: Federal Lands Recreation Enhancement

Act, 16 U.S.C. 6802(h)
PERMIT

1. Use under this permit shall begin on 09/01/2017 and end on 12/31/2021. The permit shall not be extended.
2. The fee for this use shall be determined annually after the event is complete and total gross income has been provided to the Ogden Ranger District. Within 30 days of conclusion of the event the holder shall submit final records of gross revenue collected for reconciliation. Fees for Recreation Events are non-refundable. A standard fee for commercial filming will also be charged.
3. TEAM UNLIMITED, INC. of 720 IWILEI RD SUITE 290, HONOLULU, HI 96817 (the holder) is hereby authorized to use, subject to the terms of this permit, National Forest System lands described as: annual recreation event and commercial filming of that event. This authorization covers approximately 2 acres.
4. The holder is authorized to conduct the following activities and install the following improvements in the permitted area:

Authorization for an XTERRA triathlon to be conducted annually for the term of the permit on United States Forest Service (USFS) lands on the Ogden Ranger District. Activities include a swim in Pineview Reservoir and running/biking races on the Wheeler Creek trail system. Races will also occur within the Snowbasin Ski Resort permit area and other USFS mountain trails as shown on the permit maps that are attached and a part of this authorization. This permit also authorized commercial filming with the use of a drone and other traditional filming equipment at the event.
5. The holder shall conduct the authorized activities according to approved plans submitted annually: Map, operating plan, filming information, and FAA information and flight plan for drones. The holder shall not install any improvements not specifically identified and approved above or in exhibits.
6. No soil, trees, or other vegetation may be destroyed or removed from National Forest System lands without specific prior written permission from the authorized officer.
7. The holder shall comply with all federal, state, county, and municipal laws, ordinances, and regulations, which are applicable to the area or operations covered by this permit.
8. The holder shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer. The holder shall fully repair and bear the expense for all damages, other than ordinary wear and tear, to National Forest System lands, roads and trails caused by the holder's activities.

9. The holder has the responsibility of inspecting the use area and adjoining areas for dangerous trees, hanging limbs, and other evidence of hazardous conditions, which would pose a risk of injury to individuals. After securing permission from the authorized officer, the holder shall remove such hazards.

10. The holder shall be liable for any damage suffered by the United States resulting from or related to use of this permit, including damages to National Forest resources and costs of fire suppression.

11. The holder shall hold harmless the United States from any liability from damage to life or property arising from the holder's occupancy or use of National Forest System lands under this permit.

12. The holder agrees to permit the free and unrestricted access to and upon the premises at all times for all lawful and proper purposes not inconsistent with the intent of the authorization or with the reasonable exercise and enjoyment by the holder of the privileges thereof.

13. This permit is subject to all valid existing rights and claims outstanding in third parties.

14. This permit may be revoked or suspended upon breach of any of the conditions herein or at the discretion of the authorized officer. Upon expiration or revocation of this authorization, the holder shall immediately remove all improvements except those owned by the United States, and shall restore the site within 1 days, unless otherwise agreed upon in writing. If the holder fails to remove the improvements, they shall become property of the United States, but that will not relieve the holder of liability for the cost of their removal and restoration of the site.

15. This permit is a license for the use of federally owned land. It does not grant any interest in real property. This permit is not transferable. Upon approval of the authorized officer, the holder may enter into agreements with third parties to exercise the rights and privileges granted by this authorization.

16. The holder is required to comply with standards for adequacy and type of services set out in the attached operating plan.

17. Gambling or gambling machines or devices will not be permitted on National Forest System lands regardless of whether or not they are lawful under State law or county ordinances.

18. The holder, in advertisements, signs, brochures, letterheads, and like materials, as well as orally, shall not misrepresent in any way, either the accommodations provided, the status of the authorization, or the area covered by it or the vicinity. The fact that the permitted area is located on the National Forest shall be made readily apparent in all formats of the holder's brochures and advertising regarding the use and management of the area and authorized facilities.

19. Pursuant to 31 U.S.C. 3717, et seq., interest shall be charged on any fee amount not paid within 30 days from the date the fee or fee calculation financial statement specified in this authorization becomes due. The rate of interest assessed shall be the higher of the rate of the current value of funds to the U.S. Treasury (i.e., Treasury tax and loan account rate), as prescribed and published by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins annually or quarterly or at the Prompt Payment Act rate. Interest on the principal shall accrue from the date the fee or fee calculation financial statement is due.

In the event the account becomes delinquent, administrative costs to cover processing and handling of the delinquency will be assessed.

A penalty of 6 percent per annum shall be assessed on the total amount delinquent in excess of 90 days and shall accrue from the same date on which interest charges begin to accrue.

Payments will be credited on the date received by the designated collection officer or deposit location. If the due date for the fee or fee calculation statement falls on a non-workday, the charges shall not apply until the close of business on the next workday.

Disputed fees are due and payable by the due date. No appeal of fees will be considered by the Forest Service without full payment of the disputed amount. Adjustments, if necessary, will be made in accordance with settlement terms or the appeal decision.

If the fees become delinquent, the Forest Service will:

Liquidate any security or collateral provided by the authorization.

If no security or collateral is provided, the authorization will terminate and the holder will be responsible for delinquent fees as well as any other costs of restoring the site to its original condition including hazardous waste cleanup.

Upon termination or revocation of the authorization, delinquent fees and other charges associated with the authorization will be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 et seq. Delinquencies may be subject to any or all of the following conditions:

Administrative offset of payments due the holder from the Forest Service.

Delinquencies in excess of 60 days shall be referred to United States Department of Treasury for appropriate collection action as provided by 31 U.S.C. 3711 (g), (1).

The Secretary of the Treasury may offset an amount due the debtor for any delinquency as provided by 31 U.S.C. 3720, et seq.)

20. For the purpose of administering this permit (including ascertaining that fees paid were correct and evaluating the propriety of the fee base), the holder agrees to make all of the accounting books and supporting records to the business activities, as well as those of sublesees operating within the authority of this authorization, available for analysis by qualified representatives of the Forest Service or other Federal agencies authorized to review the Forest Service activities. Review of accounting books and supporting records shall be made at dates convenient to the holder and reviewers. Financial information so obtained shall be treated as confidential as provided in regulations issued by the Secretary of Agriculture. The holder shall retain the above records and keep them available for review for 5 years after the end of the year involved, unless disposition is otherwise approved by the authorized officer in writing.

21. Appeal of any provisions of this authorization or any requirements thereof shall be subject to the appeal regulations at 36 CFR Part 214, or revisions thereto.

22. This permit is accepted subject to the conditions set forth herein, including any conditions in any exhibits attached to and made part of this authorization.

23. The above clauses shall control if they conflict with additional clauses or provisions.

24. Fees, Recreation Event and Vendor/Peddler (R4-A10). The fee for this use will be 3% of adjusted gross receipts generated by the activity(ies) authorized by this permit. This is a fee amount based upon an estimate of the adjusted gross receipts to be generated by the authorized activity(ies). Upon completion of the authorized activity(ies), the holder shall provide to the Forest Service, pursuant to Clause 2 of this permit, a copy of the holder's records of gross and adjusted gross receipts. Using those

records, the actual fee for this use will be calculated by the authorized officer. An adjustment in fees will then be made to make the actual fee amount due commensurate with the rate of 3% of the total adjusted gross receipts.

25. Liability Waiver (R4-B2). The holder will not request or require clients and/or customers to sign a liability waiver which releases the outfitter from responsibility for injury or damage resulting from the outfitter's negligence for activities authorized by this permit. The holder may, however, advise such persons of the risks involved and have them sign a Visitor's Acknowledgement of Risk, provided a copy of the proposed form has been submitted to and approved by the issuing Forest Officer.

26. Nondiscrimination (B-1).

1. The holder and its employees shall not discriminate against any person on the basis of race, color, sex (in educational activities), national origin, age, or disability or by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally. In addition, the holder and its employees shall comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and the Age Discrimination Act of 1975, as amended.

2. The holder shall include and require compliance with the above nondiscrimination provisions in any third-party agreement made with respect to the operations authorized under this permit.

3. The Forest Service shall furnish signs setting forth this policy of nondiscrimination. These signs shall be conspicuously displayed at the public entrance to the premises and at other exterior or interior locations, as directed by the Forest Service.

4. The Forest Service shall have the right to enforce the foregoing nondiscrimination provisions by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the violation occurs.

27. Equal Access to Federal Programs (B-2).

In addition to the above nondiscrimination policy, the holder agrees to insure that its programs and activities are open to the general public on an equal basis and without regard to any non-merit factor.

28. Insurance, Commercial General Liability (B-10).

INSURANCE. The holder shall furnish proof of insurance, such as a certificate of insurance, to the Authorized Officer prior to issuance of this permit and each year thereafter that this permit is in effect. The Forest Service reserves the right to review the insurance policy and require any changes needed to ensure adequate coverage of the United States in connection with the authorized use and occupancy. The holder shall send an authenticated copy of any insurance policy obtained pursuant to this clause to the Authorized Officer immediately upon issuance of the policy. Any insurance policies obtained by the holder pursuant to this clause shall name the United States as an additional insured, and the additional insured provision shall provide for insurance coverage for the United States as required under this clause. The holder shall give 30 days prior written notice to the Authorized Officer of cancellation of the insurance policy by the holder or any modification to the insurance policy by the holder. Additionally, the holder shall immediately notify the Authorized Officer of cancellation of the policy by the insurance company. The certificate of insurance, the authenticated copy of the insurance policy, and written notice of cancellation or modification of insurance policies should be sent to Ogden Ranger District. Minimum amounts of coverage and other insurance requirements may be reviewed and revised annually at the sole discretion of the Authorized Officer.

1. The holder shall have in force liability insurance covering losses, including those arising from strict liability, associated with the use or occupancy authorized by this permit arising from personal injury or death and third-party property damage in the minimum amount of \$1,000,000 as a combined single limit per occurrence.

2. Depending on the holder's operations, the Forest Service may require the holder to demonstrate the availability of funds to address any release or threatened release of hazardous materials that may occur

in connection with the holder's use or occupancy. Any requirements imposed would be established on a case-by-case basis by the Authorized Officer based on the degree of environmental risk from the holder's operations. The storage and use of normal maintenance supplies in nominal amounts generally would not trigger financial assurance requirements.

29. Regulating Services and Rates (X-22).

The Forest Service shall have the authority to check and regulate the adequacy and type of services provided the public and to require that such services conform to satisfactory standards. The holder may be required to furnish a schedule of prices for sales and services permitted by the authorization. Such prices and services may be regulated by the Forest Service: Provided, that the holder shall not be required to charge prices lower than those charged by comparable or competing enterprises.

30. Gambling (X-24).

Gambling or gambling machines or devices will not be permitted on National Forest System lands regardless of whether or not they are lawful under State law or county ordinances.

31. Advertising (X-30).

The holder, in advertisements, signs, circulars, brochures, letterheads, and like materials, as well as orally, shall not misrepresent in any way, either the accommodations provided, the status of the authorization, or the area covered by it or the vicinity. The fact that the permitted area is located on the National Forest shall be made readily apparent in all of the holder's brochures and print advertising regarding use and management of the area and authorized facilities.

I have read and understand the terms and conditions and agree to abide by them.

By: **Ted Kozlo**,
Digitally signed by Ted Kozlo,
DN: cn=Ted Kozlo, o=TEAM Unlimited, LLC,
ou=Event Operations / Logistics,
email=tetdshred@mail.net, c=US
Date: 2017.09.01 16:40:33 -06'00'

Holder Name: Ted Kozlo for TEAM Unlimited, LLC.

Title: Director of Events

Date: 09/01/2017

U.S. DEPARTMENT OF AGRICULTURE
Forest Service

Authorization is granted:

By: 

Name: SEAN HARWOOD

Title: DISTRICT RANGER

Date: 9-12-2017

HOLDER MUST HAVE THIS PERMIT (OR A LEGIBLE COPY) IN POSSESSION DURING THE AUTHORIZED ACTIVITY

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/4/2021

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 have ADDITIONAL INSURED provisions or 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 Marsh & McLennan Agency LLC 6160 Golden Hills Drive Minneapolis MN 55416	CONTACT NAME: PHONE (A/C, No, Ext): 763-746-8000 FAX (A/C, No): E-MAIL ADDRESS: selectcerts@marshmma.com
INSURED Xterra Global LLC 45 South 7th Street, #1810 Minneapolis MN 55402	INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Company Ltd INSURER B: Twin City Fire Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 109230547**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			41SBMAB0828	6/1/2021	6/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			41SBMAB0828	6/1/2021	6/1/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	41WBCAA2B1N	4/6/2021	4/6/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: XTERRA Utah – Snow Basin Resort

Certificate Holder is hereby provided evidence of coverage.

CERTIFICATE HOLDER**CANCELLATION**Weber County
2380 Washington Street
Ogden UT 84401

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

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