



Pacific Northwest Ski Association

A Division of US Ski and Snowboard

B-NET USAGE AGREEMENT

The undersigned desires to use B-Net owned by the Pacific Northwest Ski Association ("PNW"). In consideration of the use of said B-Net, the undersigned, through its authorized representative, hereby agrees:

1. That it is accepting and using the B-Net in its "as-is" condition with no warranties express or implied by PNW as to condition or suitability for the use intended by undersigned, that it will make its own inspection of condition and assure itself that the condition of the B-Net is adequate for its needs, that it will use the B-Net only in the manner prescribed by the manufacturer, that it is assuming full and complete responsibility for the use of the B-Net, and that it is responsible for any loss or damage to said B-Net while in undersigned's care, custody or control, including while transporting the B-Net.

2. To the fullest extent permitted by law, and subject to the limitations provided herein, to indemnify, defend and hold harmless PNW from any and all claims, demands, losses, liabilities and lawsuits (including all costs and attorneys' fees) to or by any third parties arising from or related to the undersigned's use of any B-Net provided by PNW to the undersigned; provided that, these obligations shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of PNW; and provided further that, these obligations shall apply to liability arising from bodily injury to persons or damage to the property of third parties caused or resulting from the concurrent negligence of the undersigned and PNW, but only to the extent that the undersigned or its agents or employees are negligent.

3. The undersigned's duty to indemnify and hold harmless pursuant to this Agreement shall include and apply to property damage and personal injury or death of any of the undersigned's own employees or agents. For the purposes of effectuating this indemnity and hold harmless obligation, the undersigned agrees to waive its immunity under the applicable Worker's Compensation Act or similar statute including, but not limited to, Title 51 of the Revised Code of Washington, Title 72 of the Idaho Code, and Chapter 656 of the Revised Statutes of Oregon.

4. The undersigned's duty to indemnify and hold harmless pursuant to this Agreement shall further include and apply to property damage and personal injury or death of any of the undersigned's members, customers, or guests.

5. The undersigned further agrees to waive and release any and all claims against PNW for any losses or damage to the undersigned's property arising out of or resulting from the use of B-Net provided by PNW.

6. The undersigned agrees to name PNW as an additional insured on the undersigned's general liability insurance policy. In that regard, the undersigned agrees to furnish a certificate of insurance, giving evidence that all insurance required under this Agreement is in force and which provides that the undersigned's insurance 1) names PNW as an additional insured without qualification, limitation, or reservation; 2) is endorsed to be primary and non-contributory with any insurance maintained by PNW; 3) contains a waiver of subrogation against PNW; 4) contains a severability of interest provision in favor of PNW, and 5) stating that the insurance will not be canceled or materially changed without giving thirty (30) calendar days advance written notice to PNW. The undersigned shall comply with this requirement before PNW will make the B-Net available for use.

7. The terms of this agreement are distinct and severable. If any clause is deemed illegal, void or unenforceable, it shall not affect the legality, validity or enforceability of any other clause or portion of this contract.

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS AGREEMENT WAS MUTUALLY NEGOTIATED.

(User's Name)

By: _____

Title: _____

Date: _____