## KEY TERMS

<table>
<thead>
<tr>
<th>Term</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>SITLA</td>
<td>State of Utah, through the School and Institutional Trust Lands Administration, 675 East 500 South, Suite 500, Salt Lake City, Utah 84102</td>
</tr>
<tr>
<td>Permittee</td>
<td>Nordic United, a Utah Non-profit Corporation, located at P.O. Box 3352, Logan, Utah 84323</td>
</tr>
<tr>
<td>Permitted Property</td>
<td>See Exhibit A</td>
</tr>
<tr>
<td>Commencement Date</td>
<td>December 1, 2019</td>
</tr>
<tr>
<td>Termination Date</td>
<td>April 15, 2020</td>
</tr>
<tr>
<td>Authorized Activities</td>
<td>The grooming and associated use of a Nordic (cross-country type) ski trail(s), and for the purpose of holding the Crowbar backcountry ski race. Both of the routes of are depicted in Exhibit “A” and subject to special provisions as described in exhibit “E” of this agreement.</td>
</tr>
<tr>
<td>Permitted Equipment</td>
<td>Trail grooming equipment</td>
</tr>
</tbody>
</table>
| Fees                  | Processing Fee: $50.00  
Application Fee: $50.00  
Permit Fee: $600.00 |
| Reconciliation Payments| See Exhibit D                                                               |
| Special Conditions    | See Exhibit E                                                                |
GRANT OF PERMIT

SITLA hereby grants Permittee, its employees, agents, sublessees, assignees, or invitees, the right, on a non-exclusive basis, to enter the Permitted Property for the Authorized Activities. Permittee may only use those state trust lands identified as the Permitted Property for the Authorized Activities. SITLA grants Permittee the right to enter the Permitted Property on the terms and conditions of the Permit.

TERMS AND CONDITIONS

1. **Existing Interests and Conflicts of Use.** This Permit is issued on a non-exclusive basis. Permittee shall notify those parties with interest in the Permitted Property that are listed on Exhibit B of Permittee’s Authorized Activities. Permittee accepts this Permit subject to all such existing interests and shall coordinate its activities with such other interested parties. SITLA reserves the right to issue additional rights-of-entry or convey other interests in the Permitted Property without compensation to Permittee.

2. **Waiver Signed by Participants.** Permittee shall require all participants in the Authorized Activities to waive liability against the State of Utah and SITLA by signing a waiver, the form of which is attached as Exhibit C, prior to participating in the Authorized Activities. Permittee shall keep the waivers on file for six years and produce them to the State of Utah and SITLA upon request.

3. **Term.** This Permit commences on the Commencement Date and terminates on the Termination Date, unless otherwise terminated for failure to comply with the terms of this Permit pursuant to Utah Administrative Code R850-41-1500. Permittee shall remove all trash and debris from the Permitted Property by the Termination Date. All obligations of Permittee survive termination.

4. **Care of Permitted Property.**
   
a. **Leave No Trace.** Permittee shall keep the Permitted Property in pristine condition. Permittee may not use any trust lands other than the Permitted Property and may not use the Permitted Property for uses other than for the Authorized Activities. All activities must conform to Leave No Trace principles.

b. **Use of Existing Roads and Trails.** Permittee, its employees, agents, sublessees, assignees, or invitees may only use the existing roads and/or trails within the Permitted Property. Permittee shall ensure that all Permitted Equipment strictly stay on existing roads and/or trails within the Permitted Property and are used only on roads or trails appropriate to the use of the Permitted Equipment. Permittee shall promptly repair any damage done to existing roads and/or trails within the Permitted Property at its expense. Permittee shall leave all roads and trails in a good condition.

c. **No Waste, Pollution Prevention.** Permittee may neither commit nor permit any waste on the Permitted Property. Permittee shall take reasonable precautions to prevent pollution or deterioration of lands or waters that may result from the exercise of the
privileges granted pursuant to this Permit. Permittee shall ensure that all persons participating in the Authorized Activities pack out anything that was packed in, and that all litter, debris, or other items brought onto the Permitted Property is promptly removed.

d.  **Restoration and Reclamation.** Permittee, at its sole expense, shall promptly repair any damage to roads, trails and/or any area of the Permitted Property that occurs during the duration of this Permit to the satisfaction of SITLA. Permittee, at its sole expense, shall reclaim any holes or other surface disturbances on the Permitted Property created by Permittee’s use of the Permitted Property.

e.  **Fire Prevention.** Permittee shall at all times take reasonable precautions to prevent wildfires from starting or spreading on the Permitted Property, and shall comply with all applicable laws, regulations and directives of any governmental agency having jurisdiction with respect to fire prevention and control. If Permittee or its employees, contractors or licensees cause a wildfire that necessitates suppression action, Permittee shall pay the costs of any necessary fire suppression activities incurred as a result of the wildfire, in accordance with Utah law.

f.  **Firewood Gathering Prohibited.** Permittee may not gather firewood, unless authorized by SITLA under a separate permit.

g.  **Prevention of the Spread of Noxious Weeds.** Permittee shall comply with R850-41-1310.

5.  **Authorized Activities.** Permittee, its employees, agents, sublessees, assignees, and invitees shall only conduct the Authorized Activities. Permittee may not construct permanent structures on the Permitted Property, cache supplies, food, or equipment for future activities, or cut any trees or remove or extract any natural, cultural, or historical resources, pursuant to this Permit.

6.  **Permitted Equipment.** Permittee shall ensure that all personnel and participants follow the age and education requirements and equipment requirements for the Permitted Equipment, as required by applicable law and the rules established for the Authorized Activities. If permitted hereunder, every street-legal motor vehicle on the Permitted Property must be marked with at least one sign, decal, or placard on each side of the vehicle. The sign must at a minimum include the company name and must be readable from a distance of 50 feet. Permittee may not locate aid stations, restroom facilities, trash receptacles, and similar facilities on the Permitted Property.

7.  **Cultural, Archaeological, Paleontological, and Antiquities Resources.** Pursuant to all applicable laws regarding cultural, archaeological, paleontological, and antiquities resources, and pursuant to Utah Administrative Code R850-60-900, upon discovery of a Site, Historic Property, Remains, Antiquities, or Critical Paleontological Resources, Permittee shall immediately cease all activities until such time as the discovery has been evaluated and treated to SITLA’s satisfaction. All Specimens are and will remain the property of the State of Utah.

a.  **Definitions in this clause:**
i. “Antiquities” is defined in Utah Code § 76-6-901(1).

ii. “Critical Paleontological Resources” is defined in Utah Code § 79-3-102(4).

iii. “Cultural Resources” is defined in Utah Administrative Code R850-1-200(8).

iv. “Historic Properties” is defined in Utah Code § 9-8-302(5).

v. “Remains” is defined in Utah Code § 9-9-402(11).

vi. “Site”, for purposes of archaeology, is defined in Utah Code § 9-8-302(17) and Utah Administrative Code R850-1-200(31), and for paleontological, is defined in Utah Code § 79-3-102(14) and Utah Administrative Code R850-1-200(20).

vii. “Specimen”, for purposes of archaeology, is defined in Utah Code § 9-8-302(18) and Utah Administrative Code R850-1-200(33), and for paleontological, is defined in Utah Code § 79-3-102(15).

8. **Posting of Permit.** Permittee and any persons providing services under this Permit shall present or display a copy of this Permit to any authorized officers, representative, or law enforcement personnel upon request to determine the validity of the permit. The Permittee shall post a copy of this Permit in prominent view where all participants and the public may view it (e.g., at the start of an event, staging area, in a commercial outfitters office or on their website, etc.).

9. **Default.** If Permittee defaults under this Permit, SITLA may terminate this Permit by written notice to Permittee. SITLA may allow Permittee to cure the default, in which case, this Permit will not terminate if Permittee effects the cure within the time period determined by SITLA and set forth in the notice of default. On termination, Permittee shall immediately surrender possession of the Permitted Property to SITLA. SITLA may exercise all rights and seek all remedies available to it at law or in equity for breach of this Permit.

10. **Covenant against Liens.** Permittee may not suffer or permit to be enforced against any or all of the Permitted Property, any mechanic’s, material men’s, contractor’s or subcontractor’s liens arising from and any claim for damage growing out of, the work of, any construction, repair, restoration, replacement, or improvement done by or on behalf of Permittee. Permittee shall pay or cause to be paid all of such liens, claims, or demands before any action is brought to enforce the same against the Permitted Property. If Permittee in good faith contests the validity of any lien, claim, or demand, then Permittee shall, at its expense, defend itself and SITLA against the same and shall pay and satisfy any adverse judgment that may be rendered. Permittee shall, at the request of SITLA, provide such security and take such steps as may be required by law to release the Property from the effect of such lien.
11. **Insurance.** Permittee, at its sole cost and expense, shall at all times during the term of this Permit maintain in force an insurance policy or policies insuring against all liability resulting from injury or death occurring to persons in or about the Permitted Property arising from or related to the use of the Permitted Property for the Authorized Activities. The limits of the policy must not be less than $2,500,000.00, in the aggregate for two or more persons in an occurrence and $1,000,000 per person in an occurrence, with respect to personal injury, death and property damage. Both SITLA and Permittee must be listed as insureds on the policy or policies. Permittee shall provide SITLA, without necessity of demand, a duplicate policy or policies of any such insurance, subject to reasonable confidentiality requirements. Lessee shall maintain a current, authenticated certificate of insurance on file with SITLA. Notwithstanding the foregoing, Permittee may satisfy its insurance obligations hereunder with blanket, layered, umbrella, conventional and/or manuscript forms of the required policy or policies. The insurance policies must: (i) require that SITLA receive 30 days’ notice before cancellation or modification; and (ii) waive all rights of subrogation against SITLA. All insurance policies must be issued by a company or companies rated "A" or better by the most current edition of Best's Insurance Guide, be and authorized to do business in the State of Utah, and be approved by SITLA.

12. **Inspection; Disclaimer of Warranties; Waiver of Liability.** Permittee acknowledges that it has been afforded an opportunity to inspect the Permitted Property and, based upon such inspection, hereby accepts the Permitted Property in its existing, AS-IS condition, subject to all existing hazards to person or property, whether natural or manmade, known or unknown. SITLA disclaims all representations and Warranties that the Permitted Property is safe or fit for use for the Permitted Activities. Based on such acknowledgment and acceptance and in consideration for the grant of this Permit, Permittee does hereby release and forever discharge SITLA, its directors, officers, board of trustees, employees and beneficiaries from any and all liability, claims, damages, causes of action, or expenses for any bodily injury, death, or property damage that is suffered by Permittee or any person claiming by, through, or under Permittee and occurs in connection with the use of the Permitted Property.

13. **Assumption of Liability; Indemnification.** Permittee assumes all liability for and shall indemnify, defend, and hold harmless SITLA, its directors, officers, board of trustees, employees, and beneficiaries from and against any and all claims, losses and liability, including attorney’s fees, of any nature imposed upon, incurred by, or asserted against such parties that in any way relates to or arises out of the activity of Permittee, its employees, agents, sublessees, assignees, or invitees or any other person participating in the Authorized Activities pursuant to this Permit, including noncompliance with any of its terms.

14. **Bonding Provisions.** Prior to the issuance of the Permit, or for good cause shown at any time during the term of the Permit, upon 15 days’ written notice, SITLA may request that the applicant or Permittee post with SITLA a bond in the form and amount as SITLA determined by SITLA to assure compliance with all terms and conditions of the Permit. (Refer to R850-41-1000 for complete bonding rules).

15. **Notice.** The parties shall send all notices pursuant to this Permit to the other party in writing and by United States mail, postage prepaid and certified or registered, and sent to the address set forth in the Key Terms or at any such other address as Permittee designates by written notice to SITLA.
16. **Amendments or Modifications.** If Permittee desires to change any of the terms of the Permit, Permittee shall apply for an amendment following the same procedure as is used to apply for a new right-of-entry. A modification of this Permit is only binding if evidenced in writing and signed by each party.

17. **Assignments.** Permittee may not assign this Permit without prior written approval of SITLA. Any attempted assignment without SITLA’s prior written approval is void and unenforceable.

18. **Compliance with Existing Laws.** Permittee, in exercising the privileges granted by this Permit, shall comply with the provisions of all valid federal, state, county, and municipal laws, ordinances, and regulations that are applicable to the Permittee, Permittee Property, the Authorized Activities, and all operations covered by this Permit. SITLA reserves the right to inspect the Permittee Property at any time to verify compliance with the terms of this Permit as well as all applicable laws, rules and regulations.

19. **Continued Regulation by SITLA.** The rights granted to Permittee under this Permit are subject to the continued regulation by SITLA. Permittee shall comply with Title 53C of the Utah Code and the Utah Administrative Code R850 rules as they exist at the Commencement Date and as they are amended.

20. **Utah Law Applies, Successors and Assigns.** The laws of the State of Utah govern this Permit. The terms and conditions of this Permit inure to and are binding on all successors and assigns of Permittee.

21. **Counterparts and Electronic Signatures.** The parties may execute this Permit in counterparts, each of which when taken together will be deemed one and the same document. The parties may execute this Permit by exchange of electronic signatures and such electronic signatures are enforceable against the signing party. The parties agree that an electronic version of this Permit, as amended, has the same legal effect and/or enforceability as a paper version as per Utah Code Ann. § 46-4-201.

[Remainder of page intentionally left blank]
The parties execute this Permit as of the Effective Date.

State of Utah, School and Institutional Trust Lands Administration:

[Signature]

(David Vail)

(Print Name)

(Director)

(Print Title)

Permittee:

[Signature]

(Mel Pearson)

(Print Name)

(President Nordic United)

(Print Title)

All exhibits will follow after the signature page
EXHIBIT A
PERMITTED PROPERTY

Cache County

Township 14 North, Range 4 East, SLB&M
Section 5: SW4
Section 6: (within) Lots 6, 7, E2SW4, SE4, that portion EAST of the Beaver Mountain Ski
Resort Lease Area West Boundary
Section 7: (within) Lots 1-4, E2W2, E2, that portion EAST of the Beaver Mountain Ski Resort
Lease Area West Boundary
Section 8: ALL
Section 18: Portion of the N2NE4NE4
Consisting of a total of 1091.42 acres, more or less.

Provided however, see the attached maps- ROE 6673-Map A-1,
and Crowbar and Nordic Track- Map-A-2
EXHIBIT A-2
CROWBAR AND NORDIC TRACK - MAP
**EXHIBIT B**

**HOLDERS OF STATE ISSUED INTERESTS IN THE PERMITTED PROPERTY**

<table>
<thead>
<tr>
<th>Company</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>BEAVER MOUNTAIN SKI AREA INC</td>
<td>1351 E. 700 N. LOGAN, UT 84321</td>
</tr>
<tr>
<td>BEAVER CREEK LODGE INC</td>
<td>PO BOX 545 PROVIDENCE, UT 84332</td>
</tr>
</tbody>
</table>
Nordic United Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement

For the 20__-20__ winter season

In consideration of myself OR my child participating in the snow ski, snowshoe, snowmobile related activities, and/or other activities ("Activity") offered by Nordic United I represent that I OR my child understand the nature of this activity and that I OR my child are qualified, in good health and in proper physical condition to participate in such Activity. I acknowledge on behalf of myself OR my child that if I OR my child believe event/Activity conditions are unsafe, we will immediately discontinue in the Activity.

It is fully understood that this activity involves risks of serious bodily injury, including permanent disability, paralysis and/or death, which may be caused by my OR my child's own actions or inactions, those of others participating in the activity, the conditions in which the activity takes place, or the negligence of the "releases" named below, and that there may be other risks known to me OR my child, or not readily foreseeable at this time, and I OR my child fully accept and assume all such risks and all responsibility for losses, costs and damages I OR my child might incur as a result of my OR my child's participation in the activity.

I hereby release, discharge and covenant not to sue Nordic United, its respective administrators, directors, agents, officers, volunteers, and employees, any sponsors, advertisers, and if applicable, owners and lessors of the premises on which the activity takes place (each considered one of the "Releases" herein), and release and discharge them from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the "releases" or otherwise, including negligent rescue operations, and I further agree that if despite this release, waiver of liability, and assumption of risk, that I, OR anyone on my behalf OR on behalf of my child, makes a claim against any of the Releases, I further indemnify, save and hold harmless each of the Releases from any loss, liability, damage, or cost which may incur as the result of such claim.

I have read this RELEASE, AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, and understand that I have given up substantial rights by signing it, and have signed it freely and without an inducement or assurance of any nature, and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law, and agree that if any portion of this agreement/release agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

Printed Name                                                                                           Address

Signature of participant OR Parent/Legal Guardian if participant is a minor child

Date                                                                                                      Phone

Nordic United Photo Release

I grant to Nordic United, the right to take photographs/video of me and my family in connection with the above Activities. I authorize Nordic United, its assigns and transferees to copyright, use and publish the same in print and/or electronically. I agree that Nordic United may use such photographs/video of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and web content. I have read and understood the above photo release.

Signature of participant OR Parent/Legal Guardian
EXHIBIT D
RECONCILIATION PAYMENT

1. **Reconciliation Payment.** Permittee shall pay SITLA a reconciliation payment (the “Reconciliation Payment”) of $9.00 per adult participant and $5.00 per youth participant in the Crowbar event within 15 days after the race date. Under no circumstances will SITLA reimburse to Permittee any or all of the Fees.

2. **Number of Participants Calculation.** Permittee shall calculate the per participant payment as follows:
   a. First, determine the number of participants that participated at the Crowbar event. Multiply this number by $9.00 for adult participants, and $5.00 per youth participants.

3. **Records: Payment of Reconciliation Payment.** Permittee shall maintain accurate Records, defined below, of the Gross Receipts and number of participants in the Authorized Activities and shall submit the Records and the Reconciliation Payment to SITLA within 15 days of the expiration of this Permit. SITLA reserves the right to examine, audit, or inspect books, records, and accounts of Permittee (the “Records”) for the purpose of verifying the accuracy of the reports and statements furnished to SITLA, and for checking the amount of payments due SITLA hereunder. The obligation to pay the Reconciliation Payment survives the termination of this Permit.
EXHIBIT E
SPECIAL CONDITIONS

Permittee shall comply with the following special conditions in exercising its rights under this Permit:

a) Parking. There are two nearby existing parking lots available for parking on trust lands: the south (lower) a small parking lot near the Logan Canyon highway, and the upper parking lot near the Beaver Creek trail head. These parking lots are also used by the public and snowmobile users. The Permittee will request that the public be mindful of the parking needs of all users and post such requests in appropriate places. Carpooling is strongly encouraged. This permit does not authorize any parking or use of the Beaver Mountain Ski Resort area.

b) Beaver Mountain Ski Resort Area Off-Limits. This Permit does not authorize use of any of the leased area of the Beaver Mountain Ski Resort.

c) Waiver and Release of Liability and Entrance Fee. Permittee shall require all participants in any organized skiing activity to sign a waiver and release of liability protecting the Trust Lands Administration, as described in Article 2 of this Permit.

d) Additional safety provisions. The Permittee shall take reasonable efforts to ensure that there are safety signs and / or safety personnel at temporary crossing points near or near existing roads or the main road that leads to the Beaver Mountain Ski Resort and along the Beaver Creek Road during any use of the area. It should be noted that the Beaver Creek and Sink Hollow roads crossing State of Utah trust land, have easements reserved to the U. S. Forest Service for forest and public access pursuant to the terms of that reservation.

e) Timber Harvest Rehabilitation Areas: There are timber harvest rehabilitation areas adjoining the Permitted Property area during the term of this Permit. Permittee shall avoid those areas and restrict its allowed use and activities on the approved designated trail routes.
### CERTIFICATE OF LIABILITY INSURANCE

**DATE:** 11/16/19

**PRODUCER:** Frazier Insurance Agency Inc.
Box 1250, Middletown VA 23113
Processing Office: Lawson Insurance LLC
1643 24th St. West #110, Billings MT 59102

**INSURED:** Sports and Special Events Risk Purchasing Group, Inc. & It's Participating Members-
Member - National Ski School Program, Inc. NORDIC & It's Participating Member
1302 24th St. West #169, Billings MT 59102

**MEMBER:** Nordic United

**COVERAGES AND LIMITS:**

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>DESCRIPTION</th>
<th>POLICY NUMBER</th>
<th>POLICY DURATION</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>GENERAL LIABILITY</strong></td>
<td>Commercial General Liability</td>
<td>FGSLP-100-19</td>
<td>09/01/19 - 09/01/20</td>
<td>$1,000,000</td>
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<tr>
<td><strong>PROPERTY DAMAGE</strong></td>
<td>Damage to Rented Property</td>
<td>$300,000</td>
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<tr>
<td><strong>PERSONAL INJURY</strong></td>
<td>Personal &amp; ADJURY</td>
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<tr>
<td><strong>GENERAL AGGREGATE</strong></td>
<td>$5,000,000</td>
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<tr>
<td><strong>PROPERTY damage</strong></td>
<td>$5,000,000</td>
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<td></td>
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</tr>
</tbody>
</table>

**EXCESS ACCIDENT MEDICAL PROTECTION**

- Deductible: $250
- Coverage Period: 52 weeks from date of incident
- Reporting deadlines: 90 days from date of incident

**RNSP NORDIC MEMBER - Nordic United, Box 3352, Logan, UT 84323**

**PARTICIPATING MEMBER for OCT. 21, 2019 - SEP. 01, 2020**
Including AS INSURED NNSP-NORDIC trails.

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

- **Commercial General Liability (CGL)**
  - Deductible: $0.00
  - Each Bodily Injury or Property Damage Claim

**CERTIFICATE HOLDER IS AN ADDITIONAL INSURED** but only as respects the operations of the Named Insured NNSP-NORDIC Participating Member - Nordic United.

**CERTIFICATE HOLDER:** State of Utah SITLA
675 E 500 South Suite 500
Salt Lake City, UT 84102

**CANCELLATION:**

- 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:** John W. Frazier