

AGREEMENT
Between
POWDER MOUNTAIN RESORT COMPANY
And
WEBER COUNTY SHERIFF'S OFFICE

THIS AGREEMENT is entered into this 4th day of April, 2022, between SMHG Management, LLC dba Powder Mountain (hereafter "Ski Area Operator") and the Weber County Sheriff's Office ("Sheriff").

WHEREAS, pursuant to Utah Code 17-22-2(1)(p) the Sheriff has the responsibility to manage search and rescue services within Weber County, Utah.

WHEREAS, in addition the Sheriff provides mutual aid in search and rescue operations in other Utah counties when needed.

WHEREAS, the Ski Area Operator employs persons who perform search and rescue operations within the Ski Area Operator's ski area boundary ("Ski Patrol Members"); Ski Area Operator is solely responsible for those operations and said operations are not the subject of this agreement.

WHEREAS, the intent of this agreement is to make Ski Patrol Members available to assist the Sheriff in search and rescue operations occurring throughout the year on land that is outside of the Ski Area Operator's ski area boundary and to clarify the parties responsibilities when Ski Patrol Members are asked to assist in search and rescue operations.

NOW THEREFORE, in consideration of the above premises and the promises contained herein, the parties agree as follows:

1. Ski Patrol Members who wish to assist with the Sheriff in search and rescue efforts may complete a WCSAR membership application. Ski Patrol Members who complete the application and are qualified will be added to the WCSAR roster and may then participate in search and rescue operations as stated herein.
2. Ski Patrol Members who are added to the WCSAR roster are appointed as volunteers of the Weber County Sheriff's Office and may:
 - a. Provide search and rescue assistance when requested by the Sheriff or the Sheriff's designee; or
 - b. Provide search and rescue assistance when the Ski Patrol Members become aware of a search and rescue emergency on lands adjoining the Ski Area Operator's ski area boundary and notify the Sheriff or Sheriff's designee prior to commencement of any emergency operations.
3. If the need for search and rescue operations arises as described in paragraph two above, the Ski Area Operator may release Ski Patrol Members who are on the WCSAR roster to assist in such operations.
4. The parties agree that while acting as volunteers for WCSAR on land that is outside the Ski Area Operator's boundaries, Ski Patrol Members shall not be considered employees of the Ski Area Operator and shall be under the charge and direction of the Sheriff. As such, no

liability coverage is to be provided by the Ski Area Operator. Ski Patrol Members actions that are taken within the scope of their duties as search and rescue volunteers shall be covered by Weber County's Workers' Compensation and liability coverage pursuant to UCA 67-20-7.5.

5. If the Ski Area Operator allows any of its equipment to be used in search and rescue operations, the Sheriff agrees to reimburse the Ski Area Operator for any loss or damage that occurs to such equipment that occurs as a result of search and rescue operations. In order to qualify for reimbursement, any such damage must be reported in writing to the Sheriff within two weeks of the conclusion of the search and rescue operation.

6. Prior to the initiation of any search and rescue effort, the Ski Area Operator's Ski Patrol Supervisor, SAR Liaison, or a senior Ski Patrol member shall contact Weber County Emergency Dispatch and provide notification to the Sheriff or the Sheriff's designee. Such notification shall occur either by telephone or via a designated radio channel.

7. Ski Patrol Members who participate in search and rescue operations must possess communication equipment that will allow either direct or relayed communications with Weber County Dispatch.

8. If Ski Patrol Members initiate search and rescue operations, the assigned Ski Patrol Supervisor, SAR Liaison or Snow Safety Supervisor shall oversee all responding Ski Patrol Members prior to the arrival of WCSAR in accordance with the Incident Command System. However, Ski Patrol Members responding to search and rescue operations shall at all times be under the charge and direction of the Sheriff.

9. Ski Patrol Members may request that the Sheriff provide additional aid such as additional individuals or equipment as may be deemed useful and necessary for a search and rescue operation. Any request by Ski Patrol Members for specialized equipment (e.g. helicopters, snowmobiles, snow cats, explosives) or additional personnel who are not Ski Patrol Members must be approved by a member of WCSAR or the Sheriff. If explosives are authorized by the Sheriff's Office, transportation regulations will be adhered to.

10. It is the intent of both parties that personnel assisting in search and rescue operations are not exposed to undue hazards.

11. As a volunteer facilitator pursuant to UCA 67-20-3(4), Ski Area Operator is immune from liability for damages arising out of WCSAR operations; however, the Sheriff agrees to defend, indemnify, and hold harmless the Ski Area Operator, its parent, subsidiary, brother, sister, closely related affiliated companies and all of their employees, officers, agents, directors, and property owners from and against any and all claims, actions, causes of action, damages, and any other losses suffered by the Ski Area Operator arising from or relating in any way to WCSAR activities as a result of search and rescue operation assistance provided under this agreement.

12. This agreement does not and shall not be deemed to confer upon any third party any right to claim damages or bring suit, or other proceeding against either party because of any term contained in this agreement.

13. This agreement shall be interpreted under the laws of the State of Utah. The parties hereto subject themselves to the jurisdiction and venue of the state and federal courts of the State of Utah.

14. The term of this Agreement shall commence on the date of execution and shall remain in effect until April 30, 2027, unless cancelled or amended in writing by either party. The parties may terminate this agreement at any time upon 90 days prior written notice.

IN WITNESS WHEREOF, this agreement is executed and entered into on the day and year first written above.

Weber County Sheriff's Office

By: _____
Ryan Arbon

Its: _____
Sheriff

SMHG Management, LLC dba Powder Mountain

By:  _____
Mark Schroetel

Its: _____
General Manger

**BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY**

By _____
Scott Jenkins, Chair

Commissioner Harvey voted _____
Commissioner Froerer voted _____
Commissioner Jenkins voted _____

ATTEST:

Ricky Hatch, CPA
Weber County