

Private Mountain Rental Contract
Pine Creek Ski Resort, Cokeville, Wyoming



Hello!

We know you have your choice of where to spend quality time with friends, family, and colleagues and we thank you for choosing Pine Creek.

While we offer the liberty of a nostalgic experience with wide open ski runs and a rustic “middle of nowhere” escape, we would like to remind you this ski area is our livelihood and a valuable outdoor recreation area for the local communities. Please respect our facilities and spaces. Treat the place as if it were your own.

Thanks for supporting our mountain!

Paul, Nathan, and Alicia Etcheverry

KEY THINGS TO KNOW ABOUT PINE CREEK:



- No WiFi (yes, really)
- No cell signal at base area; there *is* cell service at the top of the mountain
- You're welcome to use our lodge landline: 307-279-3201
- NO DOGS/ANIMALS INSIDE lodge or on ski runs
- PLEASE clean up after your dog outside
- We are a small crew who work several shifts and positions to keep the ski area going--please help us by being respectful guests
- Party coordinator (Event Host) must be onsite at all times unless arranged & approved in advance by Pine Creek management
- No sledding or tubing on Pine Creek premises
- No babies in backpacks on ski runs, chairlifts, or conveyor lift
- Uphill Travel Policy: Must be approved by Pine Creek management
 - Restricted to the day reserved by your private group
 - *I.e., if you reserved Tues. the 22nd, you can't skin/hike up Wed. the 23rd--it may only happen on your reserved day pending approval*
 - Uphill travel is **prohibited** on public operating days
- Ski Bikes: Not permitted
- All attendees must sign release of liability to access terrain and/or lifts.

This Contract is by and between Event Host and Pine Creek Ski Resort LLC,
of Cokeville, Wyoming, as of ____ / ____ / ____ (mm/dd/yyyy)

Event Host wishes to hold the following described Event at Pine Creek Ski Resort, owned by Lincoln County and Pine Creek Ski Resort LLC, and Pine Creek Ski Resort LLC is willing to allow the Event to be held at Pine Creek Ski Resort in accordance with the following terms and conditions, to which Host agrees:

This Contract shall become effective and binding up Event Host and Pine Creek Ski Resort LLC, upon payment by Event Host to Pine Creek Ski Resort, of the Deposit set forth below. Usage of the premises at Pine Creek Ski Resort shall be subject to the terms and conditions of this Contract and the rules contained in Exhibit A attached hereto.

Name of Event:	Rental Date:
Name of Event Host/Coordinator:	
Phone:	Email:
Address:	

Responsible Party for Payment:	
Phone:	Email:
Address:	

Arrival Date		Estimated Arrival Time	
Departure Date		Estimated Departure Time	

Anticipated Number of Attendees	
---------------------------------	--

Required: the following completed and delivered to Pine Creek Ski Resort Coordinator

- ☐ Exact rental beginning and ending time; clarification of additional hours;
- ☐ \$500 non-refundable deposit
- ☐ \$500 damage credit card charge→this one IS refunded pending approval at checkout ☺

*Forms of payment accepted include credit cards, cash, and checks.
Make checks payable to Pine Creek Ski Resort. Bounced checks incur a \$100 fee.*



Host Name:		Date of Rental:	
Base Package: up to 50 attendees			\$6000
• Lift 9:30a to 4p; Day lodge 9a to 5p • Optional lunch menu--Woodrow Cafe • \$500 non-refundable deposit • Signed contract returned at least 14 days prior to rental date • Credit card on file for incidentals or damage deposit charge (\$500) • Complimentary coffee hour upon request (up to two 12-cup pots) • <u>All attendees must sign waiver in lodge prior to using lift/terrain</u> • No WiFi--please inform all guests prior to arrival • No cell service at base area • You may use our landline phone: 307-279-3201 • <u>No dogs allowed inside lodge</u> day or night ◦ Temps may drop to -20 F--plan accordingly as furry friends are not permitted inside the lodge			
UPGRADES			
Attendee Upgrades: Choose A or B			
☐ A: 100 Attendees Upgrade: Up to 100 attendees			+\$1000
☐ B: <u>Unlimited</u> Attendees Upgrade an additional \$2000 to base price			+\$2000
☐ Apres Upgrade • Day lodge 9a to 9p • Outdoor fire cauldron usage until 9 pm • Option: Campout in parking lot (no hookups; no access to lodge after 9 pm)			+\$1000
TOTAL			
Will children/minors be present at this event? Y N			
Will anyone need to rent ski/snowboard equipment? Y N Approx. how many? _____			

CAFÉ: Do you want the café open for lunch? Y N <i>**Café hours are 11:30 am to 1:30 pm**</i>				
Dietary Restrictions: If yes, please fill in the table below. If no restrictions, write "n/a"				
	Celiacs	Vegetarian	Vegan	Other:
Number of Guests				
Food allergies?				
Tab picked up by party host ☐ Party guests will pay for themselves ☐				

VENUE RENTAL CONTRACT

EXHIBIT A

TERMS AND CONDITIONS:

1. USE OF PREMISES AND GROUNDS

- A. Facility and grounds are only to be used for stated purpose(s).
- B. Set up and breakdown times must fall within the total rental time period. It is the responsibility of the Renter to move equipment within the facility or on the grounds during event.
- C. All activities must end by designated time of departure.
- D. Your CONTACT person will need to check out and sign off with our staff person.
- E. Smoking and vaping is prohibited in the facility and within 10 feet of all entrances, exits, windows and air take vents.
- F. **No glitter, rice, or confetti** is allowed inside or outside the facility. If found on site, the event host forfeits the entirety of the security deposit and may incur additional expenses for cleaning/removal of glitter.
- G. No pets are allowed within the building except for service animals. Animals outside on the grounds are to be leashed and cleaned up after.
- H. DJs/Bands/Musicians must review Pine Creek Ski Resort Music Contract prior to the event. *DJs/Bands/Musicians that abuse our usage rules will not be allowed back.*
- I. Music cannot be audible beyond the Pine Creek Ski Resort grounds.
- J. Children must be supervised.
- K. Fire without prior approval is prohibited on premises and will incur a fine of \$1,000.
- L. On-site Pine Creek Ski Resort staff monitors event activities and has the authority to enforce contract rules. Pine Creek Ski Resort staff can terminate rental if the renter does not honor contract or local law.
- M. Fee for use of Commercial Kitchen (\$500/day) includes: Kitchen space, sinks, gas stove & oven, griddle; & limited utensils as available.

2. PROPERTY DAMAGE

If damage to Pine Creek Ski Resort property occurs, Renter agrees to pay for, or replace, any object of Pine Creek Ski Resort property that is destroyed, damaged, or stolen during the event. Such payment or replacement must be made immediately upon receipt of notification from Pine Creek Ski Resort.

3. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Renter agrees to indemnify and hold Pine Creek Ski Area, Pine Creek Ski Resort LLC, and Lincoln County, its officers and agents harmless from and against any and all liability, claims, actions, demands or losses of any kind and nature that may occur or be claimed with respect to any person or persons, corporation, property of chattels, on or about the Pine Creek Ski Resort, or to the property itself resulting from any act done, or omission by or through the Renter, its agents, contractors, employees, invitees, or any person on the premises of the Pine Creek Ski Resort by reason of Renter's use or occupancy thereof. These may include, but are not limited to accident, injury or damage to property arising from any act of the Renter or Renter's guest, whether intentional or negligent, which occur during use. Renter agrees to pay all costs and attorney fees incurred by the Pine Creek Ski Resort owner and representatives in defending any such claim or action brought against the owner and representatives. The Renter agrees that any and all claims for injury and/or death shall be governed by Wyoming law, and that the exclusive jurisdiction for any claim shall be in the State District Court of Lincoln County, Wyoming.

4. PERSONAL AND ABANDONED PROPERTY

The Pine Creek Ski Resort and its representatives assume no responsibility for any property placed in the facility or on the premises or any property that is left on the premises after the event is over.

5. CANCELLATION POLICY

A. All cancellations must be in writing.

B. Pine Creek Ski Resort may cancel rentals due to inclement weather, emergency conditions, or events beyond the control of Pine Creek Ski Resort. In case of cancellation initiated by the Pine Creek Ski Resort, all rental and deposit monies will be refunded.

6. ALCOHOL

A. Renter agrees and warrants that there shall be NO CONSUMPTION OF ALCOHOL BY PERSONS UNDER AGE 21. Renter agrees to refuse to allow alcohol to be served to, or consumed by, any person who is visibly intoxicated or under 21 years of age. Renter shall monitor all service, if any, of alcohol and specifically acknowledges that Renter is solely liable for the consumption of any alcohol by any person on the Premises and that such liability shall

extend to any aspect regarding the consumption of alcohol. Pine Creek Ski Resort may ask guests for identification to verify age and reserves the right to ask to the entire party to leave if (1) a minor is consuming alcohol; (2) an adult is providing alcohol to a minor; or (3) a guest or guests appears intoxicated and refuses to leave the Premises.

B. Renter shall indemnify and hold Pine Creek Ski Resort harmless from all liability for improper use of alcohol.

7. Waiver & Liability Release for Use of Ski Area & Lift

Pine Creek Ski Resort Winter All-Activities Agreement Assume All Risks, Release of Liability/Agreement Not to Sue, & Indemnification Agreement

AGREEMENT TO ASSUME ALL RISKS; RELEASE OF LIABILITY/AGREEMENT NOT TO SUE & INDEMNIFICATION AGREEMENT

PLEASE READ THIS CAREFULLY BEFORE SIGNING. IT RELEASES THE RESORT FROM LIABILITY AND WAIVES CERTAIN RIGHTS.

The person who is taking part in the activity shall be referred to hereinafter as "Participant." The term "Undersigned" means only the Participant when the Participant is age 18 or older OR it means both the Participant and the Participant's parent or legal guardian when the Participant is under the age of 18. In consideration for my participation in the season pass program or other daily activities at Pine Creek Ski Resort, and my use of Pine Creek Ski Resort, I, the Undersigned, understand, acknowledge, and contractually agree as follows (the Agreement):

- 1. Acknowledgement of Dangers and Risks:** The Undersigned understands, acknowledges, and agrees that skiing, snowboarding, or participating in other winter sports activities at Pine Creek Ski Resort, and/or using any of the facilities at Pine Creek, including but not limited to use of the lifts, trails, and equipment for recreational activities (hereinafter the "Activity"), can be HAZARDOUS AND INVOLVE THE RISK OF PHYSICAL INJURY AND/OR DEATH. The Undersigned understands, acknowledges, and agrees that the Participant is a "recreational participant" under the Wyoming Recreation Safety Act (W.S. § 1-1-121 et. seq.) and that participation in the Activity involves certain inherent dangers and risks. Undersigned agrees that the following dangers or risks are inherent to the Activity, but that the following list is not exhaustive, and that there may be other dangers or risks that are inherent to the Activity not listed below: variations in snow, steepness and terrain, trailside drop-offs, surface and subsurface snow and/or ice conditions, moguls, rocks, trees, and other forms of forest growth or debris (above or below the surface), bare spots, lift towers, cables, utility lines, snowmaking equipment, and component parts and other forms of natural and man-made obstacles and/or off trails or chutes, as well as collisions with equipment, obstacles or other conditions, snowboarders, snowtubers, or persons; variations in terrain; existing, changing, or otherwise dangerous terrain; slick or uneven walking surfaces; storms, lightning, hail, snow, fog, changing weather, and other adverse weather conditions; difficulty with route finding; high altitude; loading, riding, and unloading ski lifts, mechanical and equipment failures or malfunction; unmarked and marked rocks, holes, stumps, trees, cliffs, and closed areas; encounters with wildlife; contact with insects and plants; collisions with other users of the Resort; falling; equipment damage; slipping; tripping; loss of balance; varying visibility; unmaintained trails; path and/or trail obstructions; encountering terrain parks or terrain features; Participant's own failure to understand and comply with signage; falling objects; encounters with motor vehicles; limited access to and/or delay of medical attention; failed or poorly executed attempts at rescue or medical care; Participant's own health condition; strenuous activity; fatigue; hypothermia; altitude sickness; bacterium, virus or other microorganism that is capable of inducing illness, disease or death; frostbite; & mental or emotional damage or distress from exposure to any of the above. Snow conditions vary constantly because of weather changes and use. These are some of the risks of these activities.
- 2. Assumption of Risk:** Undersigned acknowledges and agrees that Participant is choosing to take part in the activity despite the many potential dangers and inherent risks of doing so, and freely chooses to accept the inherent and non-inherent risks of doing so despite the many potential dangers; and further acknowledges and agrees that there are other such dangers that may not be specifically set forth in this document. By signing the Agreement, the Undersigned recognizes that property loss, injury, serious injury, and death are all possible

while participating in the Activity. The Undersigned expressly acknowledges and assumes all risks, dangers, and consequences of the Activity, including but not limited to those risks, dangers, and consequences set forth in paragraph 1 above, whether inherent or not, that may result in physical injury, property damage, or death.

3. **Participant's Responsibilities and Representations:** The Undersigned represents that the Participant is physically and mentally capable of participating in the Activity. Participant assumes the responsibility of maintaining control and behaving safely at all times while engaging in the Activity. Participant is responsible for reading, understanding, and complying with all signage, including the instructions on the use of Pine Creek's facilities and use of lifts. Participant agrees and understands that he or she must have the physical dexterity and knowledge to participate in a given activity, as described in paragraph 1 above, and that if a staff member concludes that the participant does not possess the necessary physical attributes to take part in the activity, the staff member may disallow the participant from participating in the activity. Further, the Undersigned understands that a minor Participant may use the lifts and participate in winter activities without an adult present, and represents by signing this document that Participant has the training, experience, and skill to participate in said activities, including loading, unloading and riding the lifts alone and without help or supervision of anyone else. Undersigned also warrants and represents that they are not under the influence of drugs or alcohol at the time executing this agreement, and that they will not participate in any activity while under the influence of drugs or alcohol.
4. **Release of Liability and Agreement Not to Sue:** Fully understanding the foregoing paragraphs, and in exchange for the Resort's agreement to allow the Participant to participate in the Activity, **THE UNDERSIGNED HEREBY AGREES NOT TO SUE** Pine Creek Ski Resort, its affiliated companies and subsidiaries, including but not limited to those that operate the Pine Creek Ski Resort, Pine Creek Ski Resort LLC, Lincoln County, Activity Organizer, Activity Promoter, the United States, or any of their respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, and shareholders (each hereinafter a "Released Party") for any property damage (including but not limited to equipment damage), injury or loss to Participant, including death, which Participant may suffer, arising in whole or in part out of Participant's participation in the Activity. By signing this Agreement Not to Sue, the Undersigned is releasing any right to make a claim or file a lawsuit against any Released Party. Also, the Undersigned agrees to hold harmless and release each and every released party from any and all liability and/or claims or causes of action for injury or death to persons or damage to property arising from Participant's participation in the Activity, **INCLUDING, BUT NOT LIMITED TO THOSE CLAIMS BASED ON ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE** or breach of any contract and/or express or implied warranty.
5. **Agreement to Indemnify:** Undersigned agrees to INDEMNIFY (REIMBURSE) each Released Party from and against any and all claims of the Undersigned and/or any third party arising in whole or in part from Participant's participation in the Activity. IN OTHER WORDS, IF PARTICIPANT AND/OR ANYONE ON PARTICIPANT'S BEHALF FILES ANY LAWSUIT OR BRINGS ANY CLAIM FOR INJURY OR DAMAGE AGAINST RELEASED PARTIES, UNDERSIGNED WILL BE REQUIRED TO PAY BACK TO ALL SUCH RELEASED PARTIES ALL SUMS OF MONEY INCURRED BY, OR PAID BY OR ON BEHALF OF ANY OF THE RELEASED PARTIES ON ACCOUNT OF THE BRINGING OF SUCH SUIT OR CLAIM, INCLUDING ALL ATTORNEYS FEES AND COSTS.
6. **Medical Authorization, Release and Indemnification:** The Undersigned: 1) authorizes a licensed physician and/or other medical care provider to carry out any emergency medical care for Participant; 2) authorizes any Released Party and/or their authorized personnel to call for medical care for the Participant or to transport the Participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed; 3) agrees that, following Participant's transport to any such medical facility or hospital, the Released Party shall not have any further responsibility for Participant; 4) agrees to pay all costs associated with the medical care and related transportation provided for the Participant; and 5) shall indemnify and hold harmless (as set forth in paragraph 5, above) the Released Parties from any and all liability and/or claims associated with such medical care and/or related transportation.
7. **Application of Agreement to Minor Participants:** In the case of a minor Participant, the Undersigned parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of a minor Participant and that the minor shall be bound by all of the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor Participant, the parent or legal guardian understands that he/she is also waiving certain rights on behalf of the minor that the minor otherwise may have. The Undersigned parent or legal guardian agrees that but for the foregoing, the minor Participant would not be permitted to participate in the Activity, and signs this document out of a desire to have the Participant be allowed to participate in the activity.
8. **Representation of Capacity and Authority to Contract:** If signing this Agreement without a parent or legal guardian's signature, Participant, under penalty of fraud, represents that he/she is at least 18 years of age, and that they acknowledge and intend to be bound by all of the provisions of this Agreement. If signing as the

parent or guardian of a minor Participant, signing adults represent that they are a legal parent or guardian of the minor Participant, and agree and represent that they have the legal right to bind both themselves and the minor Participant to the terms of this Agreement. The Undersigned agrees to indemnify the released parties for all liability and claims, including attorneys fees, arising from any misrepresentations or fraudulent execution of this Agreement.

9. **Acknowledgment that Agreement is a Binding Contract:** The Undersigned understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. It is the Undersigned's intent that this Agreement shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors, and personal representatives of the Undersigned.
10. **Agreement to Application of Wyoming Law and Selection of Forum:** In consideration for allowing Participant to participate in the Activity, the Undersigned agrees that any and all claims for injury and/or death arising from the Participant's participation in the Activity shall be governed by Wyoming law, and that the exclusive jurisdiction for any claim shall be in the State District Court of Lincoln County, Wyoming.
11. **I consent to the use by Pine Creek Ski Resort of any pictures for commercial purposes,** or otherwise, of me in connection with the activities of Pine Creek Ski Resort.

I HAVE CAREFULLY READ THE FOREGOING AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OR MY CHILD OTHERWISE MAY HAVE.

Waiver will be provided on the day of private mountain rental. All persons participating in private ski day are required to sign the waiver prior to accessing the mountain/terrain/lifts.

Agreement by Signature

Signature indicates the Renter agrees to all terms and conditions stated herein.

Client(s) or agent or Renter: <i>Financially responsible for all of the above.</i>	Pine Creek Ski Resort Representative
Signature:	Signature:
Print Name:	Print Name:
Date:	Date:

In response to the COVID-19 pandemic, Pine Creek Ski Area has established health and safety measures for all of our guests. However, an inherent risk of exposure to COVID-19 exists in any public place where people are present. By visiting Pine Creek Ski Area, you voluntarily assume all risks related to such exposure. You must follow all posted instructions and directions while visiting the resort to help minimize the risk of spread of COVID-19.

What's Nearby?

Cokeville, WY 7 miles from Pine Creek	Type of Business	Hours of Operation	Phone Number
The Hideout Motel https://hideoutmotel.com/	Motel	7 days/week	307-279-3281
AirB'n'B Cokeville	Local lodging	24/7 Online	n/a
Gold Buckle Grill	Restaurant	Tues.-Sat. 11:30a-8p	307-279-2900
Flying J Travel Center	Gas Station & Convenience Store	7 days/week 6a-12a	307-306-5716

NEAREST Grocery Store Link to Google Map	City, State	Approx. travel time from P.C.	Direction from P.C.
Broulim's Montpelier	Montpelier, ID	42 minutes	NW
Ridley's	Kemmerer, WY	55 minutes	SE
Broulim's Afton	Afton, WY	1 hr. 7 min.	North
Mike's Market	Garden City, UT	1 hr. 4 min.	South/SW

NEAREST Hospital Link to Google Map	City, State	Approx. travel time from P.C.	Direction from P.C.
Bear Lake Memorial Hospital	Montpelier, ID	43 minutes	NW
South Lincoln Medical Center	Kemmerer, WY	57 minutes	SE
Star Valley Health	Afton, WY	1 hr. 5 min.	North
Cache Valley Hospital	Logan, UT	1 hr. 57 min.	South/SW

FAQs:

Recycling: Though local recycling programs are unavailable, those wanting to recycle cans/bottles may designate a garbage can for that purpose and haul the bag to their home recycling program.

Tailgating/BYOBQ: You may set up your own BBQ/grill with prior approval.

Outdoor Fire Cauldron: Use of outdoor fire cauldron must be approved by Pine Creek management; fire shall be built & ignited by Pine Creek personnel. Request prior to arrival to give enough lead time.

Addendum: CERTIFICATE OF INSURANCE--COI

In some cases, Renter must provide a Certificate of Liability Insurance prior to the event. This insurance certificate must explicitly state the following conditions:

A. \$1,000,000 Bodily Injury and Property Damage Liability Limits;

B. Pine Creek Ski Resort LLC, its owners, officers, agents, and employees must be named as additional insured for any claim or claims resulting from or growing out of the Renter or event.

Failure to provide evidence of this insurance to the Pine Creek Ski Resort coordinator, prior to your event, can cause immediate cancellation of your event. Cancellations resulting from failure of renter to provide the Pine Creek Ski Resort with a proper and timely certificate of liability insurance will be treated as a renter caused cancellation.

For assistance getting a Certificate of Liability, visit: www.theeventhelper.com (Cost ranges from \$105 to ~\$200+ depending on number of attendees and days).

Typical examples of event requiring COI:

- Ski rep holding a demo for his/her retailers.
- Company hosting their employees for the day.
- Country Club hosting their members for the day.

Unsure if your event requires a COI? Call or email Alicia to discuss.