

Rumble to the Peak Vendor/Exhibitor Application
 A benefit for Children's Hospital Central California
All applications must be submitted NO LATER THAN July 25th, 2014

Name of Person/Group/Business: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Alternate Phone: _____ Email: _____

Number of persons working booth space: _____

Complete description of activity: _____

The undersigned certifies that s/he is authorized to 1) execute on behalf of the group/business and 2) accept legal process on behalf of the group/business. The undersigned also agrees to indemnify and hold harmless China Peak Mountain Resort and all Rumble to the Peak organizers/sponsors from all damages, liabilities, costs and expenditures, including attorney's fees and costs of defense, which may occur.

Space locations are determined on a first come first served basis. No guarantees of location or power are made.

Signature

Printed Name

Date

Outside organizations and groups using China Peak Mountain Resort facilities for commercial, promotional, or any other purposes are required to maintain throughout the period of such use and at the sole cost and expense of such organizations(s) or groups(s), a policy or policies of general liability insurance protecting both the outside organization(s) or group(s) and China Peak Mountain Resort, LLC (CPMR) from any and all claims, demands, judgments, awards and lawsuits arising out of use of CPMR facilities. The limits of liability of such policy or policies of general liability insurance shall not be less than those specified on page two of this application. The organization or group is required to provide CPMR with a certificate or certificates of insurance, **NO LATER THAN AUGUST 4TH, 2014**, evidence that the following insurance coverages are in full force and effect and that the policy or policies of general liability insurance have been endorsed to:

China Peak Mountain Resort, LLC
 59265 Highway 168
 Lakeshore, CA 93634

Certificates of Insurance may be mailed, faxed, or emailed to the following:

China Peak Mountain Resort
 Attn: Loss Prevention
 PO Box 236
 Lakeshore, CA 93634

risk@skichinapeak.com

Fax: (559) 233-3689

Insurance written on a 'Claims Made' policy will not be accepted. Additionally, if employees of the outside organization or group will be on CPMR premises, the outside organization or group is required to provide evidence of worker's compensation coverage in accordance with the Labor Code of the State of California. If the organization will be operating motor vehicles on CPMR premises, the organization must also provide evidence of Business Auto Liability insurance with limits not less than those specified on page two of this application.

Submit application to: China Peak Mountain Resort, Attn: Loss Prevention, PO Box 236, Lakeshore, CA 93634 or email to risk@skichinapeak.com or Fax to (559) 233-3689 NO LATER THAN JULY 25TH, 2014

MANUFACTURER / VENDOR PARTICIPANT'S AGREEMENT

COMPANY _____

REPRESENTATIVE or EMPLOYEE _____

ADDRESS _____ PHONE _____

CITY _____ STATE _____ ZIP _____

DRIVER'S LIC: _____ DATE _____

Please Read Each Paragraph Of This Agreement, As It Contains A Notice Of Hazardous Activities, Acknowledgment Of Personal Responsibility, Indemnity, Waiver And Release Of Liability Provisions. Please write your initials below each paragraph acknowledging you have read and understand it.

In consideration of China Peak Mountain Resort, LLC, its owners, officers, directors, members, agents and employees, (hereinafter "RELEASEES") allowing

_____ Company/Group/Organization Name (hereinafter "PARTICIPANT") to participate in any manner in events and/or activities at the China Peak Mountain Resort (hereinafter "EVENT"), including but not limited to sale, distribution, marketing or demonstration of any items or services, it is agreed on behalf of PARTICIPANT and PARTICIPANT'S representatives, heirs and assigns that:

1. ASSUMPTION OF RISK: PARTICIPANT agrees and understands that participation in the **EVENT** as a Manufacturer, Vendor, and Demonstrator or in any other capacity in a mountainous, alpine environment where snow, ice, sudden storms, or other dangers may be present at any time is **HAZARDOUS and includes risks of injury or even death.** PARTICIPANT understands and accepts that **SURFACE CONDITIONS** on roads, parking lots, walkways, stairs and any other area exposed to the elements of nature are subject to elements such as snow, rain, sleet, hail and ice, such that **WALKING OR OTHER DAILY ACTIVITIES** may become **DANGEROUS.** PARTICIPANT hereby agrees to freely and expressly assume and accept **ANY AND ALL RISKS of property damage, personal injury or death, including those injuries or damages caused by the negligence of RESORT** which in any way arise out of or are related to **PARTICIPANT'S** presence at RESORT for participation in **EVENT.** PARTICIPANT further knows that other manufacturers, vendors, demonstrators, contestants, participants and spectators pose a danger to **PARTICIPANT.** PARTICIPANT knows, fully appreciates, and understands the scope, nature, and extent of the risks involved in participating as a Manufacturer/Vendor/Demonstrator. **PARTICIPANT VOLUNTARILY AND FREELY CHOOSES TO INCUR ALL RISKS AND DANGERS.** _____ (Initials)

2. RELEASE FROM LIABILITY: PARTICIPANT agrees, for itself/himself/herself and for its/his/her heirs, assigns and representatives to hereby fully and forever **DISCHARGE and RELEASE RELEASEES** for any and all liability, claims, demands, actions, or causes of action whatsoever arising out of any damages, consequential damages, costs, losses, expenses or claims of damages whatsoever, on account of or in any way resulting from personal injuries, suffering, death or property damages of any type sustained by or on behalf of PARTICIPANT, **including but not limited to incidents arising out of RELEASEES' ALLEGED NEGLIGENCE.** _____ (Initials)

3. COVENANT NOT TO SUE: PARTICIPANT agrees, for itself/himself/herself and for its/his/her heirs, assigns and representatives **NOT TO SUE** or make a **CLAIM** against **RELEASEES**, and not to initiate or assist the prosecution of any claim for damages or other cause of action, including subrogation, which **PARTICIPANT** or **PARTICIPANT'S** heirs, assigns or representatives may have by reason of any personal injury, death, theft, damage or destruction arising from the activities contemplated by this agreement. _____ (Initials)

4. **INDEMNITY AGREEMENT:** PARTICIPANT agrees, for itself/himself/herself and for its/his/her heirs, assigns representatives to **INDEMNIFY AND HOLD HARMLESS RELEASEES** from any and all losses, claims, action, causes of action, proceedings of any kind which may be initiated by PARTICIPANT or by any other person or organization, including demands for damages, judgments, costs, loss of services, expenses, or reimbursement of reasonable counsel fees, arising from or related to PARTICIPANT's activities contemplated by this agreement. _____ (Initials)

5. **PHOTOGRAPH AND MEDIA RELEASE:** PARTICIPANT grants permission to **RELEASEES** to use **PARTICIPANT'S** image taken while at China Peak Mountain Resort and appearing in any photographs, videotape, motion picture or any other media for any of **RELEASEES'** advertising or promotional purposes whatsoever, in perpetuity throughout the world. _____ (Initials)

6. **INSURANCE:** If PARTICIPANT is itself/themselves a commercial manufacturer or vendor of any product or services, then as a condition of being permitted to participate in any EVENT at the China Peak Mountain Resort, including but not limited to sale, distribution, marketing or demonstration of any items or services, it is agreed on behalf of PARTICIPANT that it/he/she will shall obtain and keep in force for each and every EVENT the following insurances:

(a) **Commercial General Liability Insurance** (including contractual) written on an occurrence form basis, with a minimum limit of **one million dollars (\$1,000,000)** per occurrence and **two million dollars (\$4,000,000)** aggregate, covering claims for personal injury (including bodily injury and death) and property damage which may arise from or in connection with the EVENT or from or out of any negligent act or omission of PARTICIPANT or subcontractor.

(b) **Workers' Compensation Insurance** as required by applicable law and Employer's Liability Insurance with the minimum of one million dollars (\$1,000,000) per occurrence with a **Waiver of Subrogation** to China Peak Mountain Resort, LLC.

(c) **(IF REQUIRED)** Automobile/Vehicle Liability Insurance and/or Non-Owned/Hired Auto (Auto Liability) with the minimum limit of one million dollars (\$1,000,000) per occurrence.

China Peak Mountain Resort LLC, and their respective agents shall be named as additional insureds in all CGL policies to be maintained by PARTICIPANT pursuant to this Insurance section and shall receive a waiver of subrogation to China Peak Mountain Resort, LLC and their respective agents with respect to each policy of insurance secured by PARTICIPANT. PARTICIPANT shall be solely and fully responsible for any premiums and deductible amounts required by the insurance policies described in this Insurance section. Certificates of Insurance shall be issued to China Peak Mountain Resort confirming each of the foregoing insurances and China Peak, LLC's, position as an additional insured (CGL policies) and confirming the waiver of subrogation rights (Workers' Compensation policy).

The insurance policies described in this Insurance section shall be primary and not contributory to other insurance coverage carried by CPMR. Such insurance shall be obtained from companies with a BEST Guide rating of A VIII or better. Such insurance shall be written on forms acceptable by CPMR, and shall provide that the coverage there under may not be reduced or canceled unless thirty (30) days prior written notice of cancellation is furnished to CPMR. Promoter's CGL and WC policies shall be effective upon the execution of this Agreement and continuing at least through the end of the PROMOTER ACTIVITIES. _____ (Initials)

7. **Unless specifically waived by CPMR in writing, then at least 3 days before the PARTICIPANT'S attendance at any EVENT,** PARTICIPANT shall provide CPMR with Certificates of Insurance confirming any and all insurance required by this agreement or deemed reasonable or necessary for the EVENTS by CPMR, as set forth herein. China Peak Mountain Resort, LLC, shall be named as additional insureds in all policies required to be maintained or provided by

PARTICIPANT as part of this agreement. Certificates of Insurance shall be issued to China Peak Mountain Resort confirming each of the foregoing insurances and China Peak Mountain resort, LLC's position as additional insured and, where necessary, confirming the waiver of subrogation rights. As respects any Auto Liability Certificates, such Certificates shall state that coverage is included for all hired and non-owned vehicles as required herein. **Failure to timely provide any required certificates shall constitute a breach of this agreement which entitles CPMR to enforce any and all available remedies, including but not limited to terminating this agreement and/or refusing to allow PARTICIPANT the use of any portion of CPMR's Ski Area or the use of its Sky Chair for any EVENT.** _____ (Initials)

8. All of the certificates required herein shall specifically provide that this insurance shall not be changed, terminated or cancelled for any reason without at least 30 days written notice to CPMR, with said notice to be delivered to: China Peak Mountains Resort, LLC Attention Loss Prevention, P.O. Box 236, Lakeshore, CA. 93634

Until and unless such certificates, in a form acceptable to CPMR, have been provided to CPMR, then PARTICIPANT and their respective employees, agents, representatives, vendors, suppliers, contractors and subcontractors shall not commence operations for any EVENT under this Agreement without CPMR's written approval and authorization. _____ (Initials)

9. PARTICIPANT FURTHER EXPRESSLY AGREES THAT THE FOREGOING AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY LAW AND THAT IS ANY PORTION OR PARAGRAPH IS HELD INVALID, THE BALANCE SHALL CONTINUE IN FULL LEGAL FORCE AND EFFECT. _____ (Initials)

PARTICIPANT HEREBY ACKNOWLEDGES THAT HE/SHE HAS FULLY READ EACH OF THE ABOVE PROVISIONS AND FULLY UNDERSTANDS AND AGREES WITH EACH PROVISION. PARTICIPANT, IN ADDITION, HAS INITIALED EACH PROVISION FREELY AND VOLUNTARILY AFTER HAVING READ AND FULLY UNDERSTOOD AND ACCEPTED EACH OF THE PROVISIONS IN THIS AGREEMENT.

PARTICIPANT SIGNATURE

DATE

AGE

(Authorized Company Representative)

INDIVIDUAL'S COMMERCIAL ACTIVITY RELEASE OF LIABILITY AND INDEMNIFICATION

In consideration of China Peak Mountain Resort, LLC, their respective employees, officers, owners, directors, affiliates and related corporations (hereinafter "RESORT"), allowing

Individual's Name (hereinafter "PARTICIPANT") to engage in commercial activities on behalf of or in conjunction with Company/Group/Organization Name hereinafter CONTRACTOR") at RESORT to be held Event Date(s) (including, but not limited to: private parties, giveaways, rentals or sales of products, display of products, any promotional activities, event venue preparation; construction or disassembly, riding on snowmobiles, snowcats, chairlifts, or any other mode of transportation or conveyance as part of the event, broadcasting, recording, filming, videotaping, audio taping, photographing, interviewing, announcing, reporting, producing, directing, acting, or modeling on RESORT's premises for any commercial purpose) (hereinafter "CONTRACTOR'S Activity") it is agreed on behalf of said PARTICIPANT, his/her parents/guardians, heirs, assigns and representatives (hereinafter collectively "PARTICIPANT") that:

1. Assumption of Risk: PARTICIPANT agrees and understands that participation in the CONTRACTOR'S Activity in a mountainous, alpine environment where snow, ice, sudden storms, or other dangers may be present at any time is **HAZARDOUS and includes risks of injury or even death**. PARTICIPANT understands and accepts that **SURFACE CONDITIONS** on roads, parking lots, walkways, stairs and any other area exposed to the elements of nature are subject to elements such as snow, rain, sleet, hail and ice, such that **WALKING OR OTHER DAILY ACTIVITIES** may become **DANGEROUS**. Participant hereby agrees to freely and expressly assume and accept **ANY AND ALL RISKS of property damage, personal injury or death, including those injuries or damages caused by the negligence of RESORT** which in any way arise out of or are related to PARTICIPANT'S presence at RESORT for participation in CONTRACTOR'S Activity.

_____[Initials: Participant or of Parent/Guardian if Participant under 18]

2. Release From Liability and Covenant Not To Sue: In consideration of being permitted to engage in the CONTRACTOR'S Activity at RESORT, PARTICIPANT agrees to forever discharge and release from any and all legal liability, and not to sue, RESORT for any injuries or damages of any kind, **including those caused by or resulting from any negligence of RESORT** which in any way arise out of or are related to PARTICIPANT'S presence at RESORT for participation in CONTRACTOR'S Activity.

_____[Initials: Participant or of Parent/Guardian if Participant under 18]

3. Indemnity and Defense: In consideration of being permitted to engage in the CONTRACTOR'S Activity at RESORT, PARTICIPANT agrees to indemnify and defend RESORT from any and all legal liability, claims, demands, actions and causes of action caused by or resulting from PARTICIPANT'S involvement in CONTRACTOR'S Activity, **including those caused by RESORT's own negligence**.

_____[Initials: Participant or of Parent/Guardian if Participant under 18]

4. Additional Releases Required For Sporting/Athletic/Recreational Activities: In the event that PARTICIPANT needs or desires to engage in sporting, athletic or recreational activities as part of or in addition to CONTRACTOR'S Activity upon RESORT'S premises, PARTICIPANT shall be required to first execute a further individual Release and Indemnity agreement in favor of RESORT in a form acceptable to and provided by RESORT. Such additional Release and Indemnity agreement may be in the form of RESORT'S Winter Activities Participant's Release, a Complimentary Ticket Waiver and Release, or some other form appropriate to the circumstances as determined by RESORT. Failure to sign such further separate Release and Indemnity agreement in favor of RESORT shall result in

PARTICIPANT being denied the opportunity to participate in any sporting, athletic or recreational activities on RESORT'S premises **unless PARTICIPANT separately purchases in advance an appropriate lift ticket or other appropriate ticket from RESORT** as is required of the general public. In addition to any other remedies available to RESORT, including a complete defense and indemnity from CONTRACTOR and PARTICIPANT as set forth herein, it is understood and agreed hereby that any attempt by PARTICIPANT to engage in sporting, athletic or recreational activities at RESORT without either signing the necessary separate Release and Indemnity agreement or purchasing the appropriate ticket as a member of the general public shall permit RESORT to evict PARTICIPANT at any time from its premises as a trespasser, without any obligation by RESORT for damages of any kind.

_____ [Initials: Participant or of Parent/Guardian if Participant under 18]

5. Reputation and Embarrassment: As an express condition of, and as part of the consideration for RESORT entering into this contract, PARTICIPANT agrees that PARTICIPANT will not undertake or perform, nor knowingly permit any employee, representative, agent or subcontractor of CONTRACTOR to undertake or perform, any activities at RESORT which could or would injure RESORT's reputation as a venue for patrons of all ages, including families with children, or in any manner hold RESORT up to embarrassment, ridicule, disfavor or discredit within the community. Any violation of this provision by PARTICIPANT shall make PARTICIPANT immediately responsible for any and all damages or injuries suffered by RESORT, or by RESORT's patrons and guests, including but not limited to any and all consequential damages arising therefrom and further including any and all attorney's fees and any expenses incurred by RESORT in reasonably responding to any investigation or inquiries arising as a result thereof.

_____ [Initials: Participant or of Parent/Guardian if Participant under 18]

6. Forum Selection: PARTICIPANT agrees that any and all disputes between PARTICIPANT and RESORT arising from this agreement or from participation in the CONTRACTOR's Activity, will be governed by the laws of the state of California, and exclusive jurisdiction thereof will be in the State Court of California, Fresno County, Fresno District.

_____ [Initials: Participant or of Parent/Guardian if Participant under 18]

7. Severability: In the event any section of this Release is found to be unenforceable, the remaining terms shall be fully enforceable, and this Agreement shall be binding to the fullest extent permitted by law.

_____ [Initials: Participant or of Parent/Guardian if Participant under 18]

PARTICIPANT has carefully read the foregoing waiver and release agreement and signs it with full understanding and acceptance that he/she is giving up certain legal rights.

Print Participant Name		Print Parent/Guardian (if Participant under 18)
Signature of Participant		Signature of Parent/Guardian
Date	Age	Date