

**JOINT STATEMENT OF UNDERSTANDING BETWEEN
THE NATIONAL SKI PATROL SYSTEM, INCORPORATED
AND THE
NATIONAL SKI AREAS ASSOCIATION, INC.**

THIS JOINT STATEMENT OF UNDERSTANDING sets forth the agreement and understanding between the National Ski Areas Association, Inc. (hereinafter “NSAA”) and the National Ski Patrol System, Incorporated (hereinafter “NSP”) and NSP’s local patrol registration units. This Joint Statement of Understanding is intended to define the relative positions of general ski area management and the ski area’s local NSP registration units. It is recognized that matters which may not be covered in this Joint Statement of Understanding may develop from time to time, and that such matters may, by written mutual agreement, be the subject of a further expansion of this Joint Statement of Understanding.

It is recognized and acknowledged between the parties to this Joint Statement of Understanding that individual groups of volunteer patrollers may form and/or belong to a local NSP registration unit (hereinafter “Patrol”). However, any NSP patroller or group of patrollers performing ski patrol services at a ski area in the United States is subject to the following:

1. A Patrol, once established at a given ski area, is under the supervision and control of the ski area management and must abide by the policies and procedures established by that ski area’s management. It is specifically agreed and understood that NSP does not control the patrol activities of patrollers while they are patrolling at their respective ski areas.

2. The NSP Patrol Representative of any Patrol shall, if required by area management, certify that all NSP patrollers at that ski area have completed the training and educational requirements established by the National Ski Patrol and have met all Outdoor Emergency Care (OEC) requirements.

3. Management at a ski area shall, at all times, have the right to approve the selection of the NSP patrol representative, and that representative shall be the agent of management. Management shall likewise have the right to dismiss the NSP patrol representative or any patroller at any time. If requested by area management, NSP shall confirm management's decision in this regard.

4. NSP and NSAA recognize the importance of educating lift evacuation participants as to appropriate lift evacuation techniques adopted by the ski area. The establishment of policies and procedures for lift evacuation, lift evacuation training and the selection of equipment to be used in conjunction with such evacuation or training is the sole responsibility of ski area management. Patrollers will participate in lift evacuation and lift evacuation training only as directed by ski area management.

5. Both the NSP and NSAA agree that incident investigation and documentation is an important element of patrol activity. To that end, ski area management is responsible for establishing any procedure for compilation, retention, authorized disclosure of and controlled access to information and documentation relating to any incident. As such, no patroller shall make any statement regarding any incident to anyone, other than as required by law, without prior authority from ski area management. All inquiries concerning patrol activities or accidents shall be referred to area management or its appointed representative.

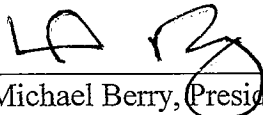
6. It is recognized that ski area management ultimately supervises and controls patrolling activities of individual NSP members and NSP Patrols at each ski area. As such, it is understood, and it may be asserted, that the ski area bears legal responsibility for patrolling activities that fall within the scope of duties of the Patroller. It is also understood and agreed that NSP provides educational training to individual patrollers in the classroom and on the slopes, including, but not limited to, toboggan handling training, OEC certification and annual refreshers. To the extent that

claims are made against individual ski areas relating to activities over which ski area management has ultimate supervision or control, it is agreed that the ski area should make no claim or demand or bring suit against NSP or its directors, officers, employees or members. Likewise, to the extent that the basis for any such claim relates to areas of educational training of individual patrollers by NSP on or off the slopes, NSP should not make any claim or demand or bring suit against individual ski areas, their directors, officers or employees or NSAA or its directors, officers or employees, regardless of any claim made against them.

7. It is specifically understood and agreed between the parties that nothing herein, and nothing contained in any individual agreement between the NSP and individual ski areas based on this Joint Statement of Understanding, shall in any way vary the clear non-employee status of individual volunteer patrollers. In fact, it is expressly understood between the NSP and the NSAA, as well as the membership of both organizations, that the volunteer patrollers are not and have not been employees, but agents when acting within the scope of their assigned duties, in view of the voluntary nature of their patrolling services.

8. This Agreement shall continue to remain in effect for a period of five (5) years from the date of the Agreement or until modified, in writing, by the parties.

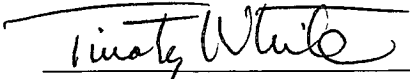
NATIONAL SKI AREAS ASSOCIATION, INC.



Michael Berry, President

Date: 10-7-2011

NATIONAL SKI PATROL SYSTEM, INCORPORATED



Timothy White, Executive Director

Date: 10-7-2011