

# Permission to Use the School Name for GUESTS at ALPINE LEAGUES STATE SKI CHAMPIONSHIP

Type in the shaded boxes below.

Signature lines are not fillable, and electronic signatures are not accepted on this form. PRINT completed form, SIGN completed form, and SUBMIT signed form.

Email: [executive\\_director@OISRA.org](mailto:executive_director@OISRA.org)

Regular mail: OISRA Executive Director 21110 Ann Margaret Dr. Bend, OR 97701

**Name of School:** \_\_\_\_\_

**School Address: (Street):** \_\_\_\_\_

(City/State/Zip): \_\_\_\_\_

**School District:** \_\_\_\_\_

I authorize students attending the above named school to use the name of this high school when participating, as Guests, in the Alpine Leagues State Ski Championship pursuant to the terms attached to this Agreement.

Name of Principal, Athletic Director, or Activities Director – and school position (PRINTED OR TYPED):

\_\_\_\_\_

Signature of school authority named above \_\_\_\_\_ Date: \_\_\_\_\_

The school acknowledges that the parents/guardians of the students participating, as Guests, in the Alpine Leagues State Ski Championship will follow the FERPA requirements for requiring the school to release information that indicates whether the students have met OISRA academic standards. A school representative will follow the parents' instructions and return OISRA academic eligibility certification information to the OISRA Executive Director upon request.

Contact phone & email for school personnel who will be confirming academic eligibility

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

## TERMS

1. This Agreement is effective from the beginning of the activities at the 2020 Alpine Leagues State Championship to the close of the activities at the 2020 Alpine Leagues State Championship.
2. As used in this agreement, a Guest means a skier who participates in Alpine Leagues activities for no more than 4 days in one season

3. The school grants students attending the above-named school, participating in the Alpine Leagues State Championship as Guests a limited, nonexclusive, nontransferable, royalty-free license to use its trademarks and/or copyrights consisting of the school name, mascot, colors, and other school identifying devices. Use under this license is limited to identifying and promoting the Alpine team from the above-mentioned school in the Alpine Leagues State Championship. The school reserves the right to approve, in its sole discretion which may not be unreasonably withheld, any use of the trademarks and/or copyrights. The term of this license shall begin on the first day of the Alpine Leagues State Championship and shall continue until the completion of the Alpine Leagues State Championship activities.
4. The Alpine Leagues shall indemnify, defend, and hold harmless school and school district and their officers, directors, members, agents, and assignees, from and against any and all claims, actions, suits, demands, losses, damages, judgments, settlements, costs, and expenses, including reasonable attorneys' fees and expenses, and liabilities of every kind and character whatsoever resulting from (a) any breach by the Alpine Leagues of this Agreement, or (b) any other act or omission by the Alpine Leagues, their officers, directors, members, and agents, whether in connection with this Agreement or otherwise. Additionally, the Alpine Leagues shall indemnify, defend, and hold harmless school and school district and their officers, directors, members, agents, and assignees, and all coaches, volunteers, participants, and student athletes from and against any and all claims, actions, suits, demands, losses, damages, judgments, settlements, costs, and expenses, including reasonable attorneys' fees and expenses, and liabilities of every kind and character whatsoever resulting from any act or omission of any of the foregoing which is not based on intentional, willful, or reckless misconduct to the extent of the Alpine Leagues' insurance policies for, which shall provide insurance coverage in an amount which is not unreasonable for the Alpine Leagues' events and activities.
5. The Alpine Leagues and school/school district have no obligation to provide any financial support, services, or supervision to or for each other for any reason. Any financial support, services, or supervision provided by one party is in that party's sole discretion and shall not create any right in the other party to further financial support, services, or supervision.
6. Each party, at such party's option, shall have the right to require that any claim, controversy, or dispute between the Parties, including but not limited to those arising out of or relating to the Agreement, or to the existence, scope, or validity of this Agreement or this arbitration agreement, and including those based on or arising from any statute, constitution, regulation, ordinance, rule or any alleged tort, be determined by arbitration in accordance with the then effective arbitration rules of (and by filing a claim with) Arbitration Service of Portland, Inc., and any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. If litigation has been commenced in court by either party with respect to a dispute:
  - a. The party who is the defendant or respondent in such litigation shall be deemed to have waived its option to arbitrate said dispute if such party files a general appearance in the litigation prior to filing a claim in arbitration in the manner specified above, and
  - b. The plaintiff or petitioner in such litigation will be deemed to have waived its right to arbitrate said dispute if such party fails to file a claim for arbitration in the manner specified above within sixty (60) days after a general appearance in the litigation has been filed by the party who is the defendant or respondent in the litigation.
  - c. If either party properly exercises its option to arbitrate, arbitration of such dispute shall be mandatory and any pending litigation shall be stayed.
7. In the event suit or action is brought, or an arbitration proceeding is initiated, to enforce or interpret any of the provisions of this Agreement, or that arise out of or relate to this Agreement, the prevailing party shall be entitled to reasonable attorney fees' in connection therewith. The determination of who is the prevailing party and the amount of reasonable attorney fees to be paid to the prevailing party shall be decided by the arbitrator(s) (with respect to attorney fees incurred prior to and during the arbitration proceedings) and by the court or courts, including any appellate court, in which such matter is tried, heard, or decided, including a court that hears a request to compel or enjoin arbitration or to stay litigation or that hears any exceptions or objections to, or requests to modify, correct, or vacate, an arbitration award submitted to it for confirmation as a judgment (with respect to attorney fees' incurred in

such court proceedings).

8. This Agreement shall be governed by and construed in accordance with the laws of the state of Oregon, without regard to principals of conflicts of law.
9. Any waiver of the provisions of this Agreement or of the Parties' rights or remedies under this Agreement must be in writing and signed by an officer of the waiving party to be effective. Failure, neglect, or delay by a party at any time to enforce the provisions of this Agreement or the Parties' rights or remedies shall not be construed as a waiver of such party's rights, powers, or remedies under this Agreement. Waiver of any breach or provision of this Agreement shall not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.
10. If any provision of this Agreement is held illegal, invalid, or unenforceable, all other provisions of this Agreement shall nevertheless be effective, and the illegal, invalid, or unenforceable provision shall be considered modified such that it is valid to the maximum extent permitted by law.
11. Notices, approvals, and consents under this Agreement shall be in writing and shall be delivered personally or by mail or courier to the addresses set out on the first page of this Agreement. Notices shall be considered effective two (2) days after deposit in the mail, or the next business day if delivered personally or by courier. The addresses to which notices are to be given may be changed from time to time by notice delivered as provided herein.
12. This Agreement contains the entire agreement of the Parties and supersedes any prior agreements and all other prior or contemporaneous communications, representations, understandings, and agreements, either oral or written, relating to the subject matter of this Agreement.
13. This Agreement may not be amended except by a written instrument signed by both school or school district and the Alpine Leagues.