

## **Carson City to Canada Quest Agreement**

This Agreement (“Agreement”) is made by and between the Carson City Culture and Tourism Authority, dba Visit Carson City, a Nevada county fair and recreation board (“CTA”) and \_\_\_\_\_, an individual (“Adventurer”), for Adventurer’s Carson City to Canada Quest. CTA and Adventurer may be individually referred to as a “Party” and collectively referred to as the “Parties.”

### **RECITALS**

WHEREAS, CTA is sponsoring a hike from Carson City, Nevada, the Capital of Nevada, to Canada via the Capital to Tahoe Trail, Tahoe Rim Trail and the Pacific Crest National Scenic Trail; and

WHEREAS, Adventurer has been selected to be sponsored to hike from Carson City, Nevada to the United States/Canada border; and

NOW, THEREFORE, for good and valuable consideration and subject to all terms and conditions of this Agreement, the Parties hereby agree as follows:

### **SECTION 1: ADVENTURER’S QUEST**

1. Adventurer will hike from Carson City, Nevada, the Capital of Nevada, to Canada via the Capital to Tahoe Trail, Tahoe Rim Trail and the Pacific Crest National Scenic Trail (the “Quest”). Adventurer may take any such side trails, access trails or alternate routes as Adventurer sees fit; provided, however, that Adventurer complete the Quest by
  - a. starting in Carson City, Nevada;
  - b. finishing the Quest where the Pacific Crest National Scenic Trail reaches Canada;
  - c. hiking the Capital to Tahoe Trail,
  - d. following, in a general sense, the Tahoe Rim Trail and the Pacific Crest National Scenic Trail; and
  - e. documenting when Adventurer passes the landmarks stated in this Agreement or otherwise agreed upon by the Parties.
  
2. Adventurer is responsible for all aspects of planning and logistics for the Quest. Adventurer must provide or make arrangements for his or her own equipment, gear, and logistics; including, but not limited to: backpack, footwear, shelter, sleeping kit, clothing, weather gear, bug repellent, first aid, emergency management, navigation, light, water filter, food, cooking equipment, toilet kits, bear or animal spray, communications equipment (cell phone, cell service, camera, video camera, etc., if any), licenses or permits, resupply drops, transportation to or from the starting point and ending point, or any other equipment for or logistical aspect of the Quest. Adventurer is responsible for any data charges from a cellular or wireless service provider. Adventurer is also responsible for any federal, state,

tribe, or local licenses or permits that must be obtained to hike from Carson City to Canada.

3. Adventurer must hike the length of the Quest. Adventurer may not use vehicles or other methods of travel to bypass portions of the Quest; provided, however, that Adventurer may use vehicles to travel around a town during a side trip or a resupply stop. Adventurer must again hike the Quest when leaving the town.
4. This Agreement is made solely with Adventurer. Adventurer may be accompanied on the Quest by one or more people; however, this Agreement is between Adventurer and CTA and CTA will not provide payment to additional persons under this Agreement.
5. Prior to beginning the Quest, Adventurer must provide a doctor's note proving that Adventurer is physically able to complete the Quest.

## **SECTION 2: CREATION OF CONTENT**

6. Adventurer must have and share his or her Strava account or Garmin analytics for tracking on the Visit Carson City website during the length and duration of the Quest. The Visit Carson City website connection to Adventurer's Strava or Garmin account must be verified prior to departure.
7. Adventurer must create content (blogs, videos, photos, podcasts, or any other form of media agreed upon by Adventurer and CTA, on Facebook, Instagram, TikTok, or other agreed upon social media or channels) ("Content") to CTA at least once per week. Adventurer and CTA must mutually agree on the platform for the Content prior to Adventurer's departure. Adventurer must provide a sufficient cell phone or other connection and be able to upload, post, or send the Content to CTA at least once every two weeks.
8. Adventurer warrants and represents that the Content (a) is Adventurer's original work of Adventurer's own creative efforts, (b) has not been previously published, sold, assigned, transferred, licensed, granted, encumbered, or utilized; (c) does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (d) has not been sold, licensed, or sub-licensed in any manner that may affect or impair the rights granted to CTA pursuant to this Agreement; and (e) is free and clear of any liens from any source whatsoever.
9. Adventurer has not and will not sell or reproduce the Content or allow others to do so without prior written consent of CTA. Adventurer agrees not to create or make, nor authorize others to create or make, any exact or significantly similar reproductions of the Content, which is the same or substantially similar in image, design, dimensions and materials, without the express written consent of CTA, which consent may or may not be granted in CTA's sole discretion.

### **SECTION 3: PROMOTION; CONTENT LICENSING**

10. During and after the term of this Agreement, CTA will promote Carson City and the Quest. CTA may, in its sole discretion, use Content or media provided by Adventurer, including Adventurer's name and likeness, to promote Carson City.
11. Adventurer grants to CTA the exclusive, irrevocable, unrestricted, royalty-free, worldwide, perpetual, sub-licensable, and transferrable right and license to exploit the Content created under this Agreement, and to use the Content and Adventurer's name and likeness, and any intellectual property rights (e.g. copyright, trademark, etc.) contained in the Content, as CTA determines, in any media now known or hereafter devised, without any payment or other consideration of any kind, or permission or notification, to Adventurer or any third party, in any manner and for any purpose whatsoever at any time, now or in the future.
12. The foregoing grant includes, without limitation, the right to reproduce, display, distribute, publicly perform, create derivative works of, alter, amend, broadcast, edit, translate, publish, use, merchandise, license, sublicense, combine with other material, reuse, and adapt the Content in any and all media now or hereafter known, throughout the world, for any purpose, whether commercial in nature or otherwise.
13. In the event that CTA's use of the Content creates a trademark, service mark or trade dress right in connection with the Content, CTA shall have an exclusive and irrevocable right in such trademark, service mark or trade dress.
14. Adventurer hereby waives any objection to CTA's use of the Content as described in this Section, including without limitation, distribution, reproduction, creation of derivative works of, public performance, or display of the Content, and any claim for compensation whatsoever in connection therewith. Such waiver shall include any claim for infringement of any so-called "Moral Right," "Droit Moral" or similar right or interest.
15. Adventurer acknowledges that the names and likenesses of any and all persons in the Content are subject to the license in this Section, and any third parties that will be shown or depicted in the Content must sign a waiver and license agreement prior to the start of the Quest.

### **SECTION 4: COMPENSATION AND PAYMENT**

16. CTA shall pay to Adventurer the sum of five thousand dollars (\$5,000) for Adventurer's completion of the Quest.
17. The payments will be made in two payments of \$2,500. The first payment will be made when Adventurer reaches the point where the Pacific Crest National Scenic Trail passes Reese Lake and/or the Three Sisters mountain peaks in Oregon. The

second \$2,500 payment will be made when Adventurer reaches the point where the Pacific Crest National Scenic Trail crosses the United States/Canada border.

18. Adventurer must notify CTA of reaching these designated points through the Content created by Adventurer and uploaded or otherwise provided to CTA as discussed in the Section 2 of this Agreement. CTA will verify that Adventurer has reached the designated locations by using the Garmin or Strava analytics provided by Adventurer.
19. CTA will make the payments by check to the Adventurer. Prior to departure Adventurer must designate a location where CTA will mail the checks. Adventurer designates the following location:

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

CTA will mail the check within 15 days of the Adventurer providing proof of reaching the designated locations.

20. Adventurer agrees that this compensation represents full and adequate compensation for the Quest and shall be Adventurer's sole compensation from CTA for the Quest, including, without limitation, any equipment, supplies, transportation, insurance, fees, time for content creation, or any other cost or fee of whatever nature incurred by Adventurer in relation to the Quest. CTA will not reimburse Adventurer for expenses.
21. Adventurer shall pay all taxes, levies, duties and assessments of every nature and kind which may be applicable to the payment from CTA to Adventurer under this Agreement. Adventurer shall indemnify and hold CTA harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

#### **SECTION 5: TERM AND TERMINATION**

22. Term. The term of this Agreement begins on the date of the last authorized signature and ends on December 31, 2025, unless this Agreement is sooner terminated by either Party as specified in this Section.
23. Mutual Termination. This Agreement may be terminated by the mutual, written consent of both Parties.
24. Termination for Nonappropriation. All CTA payments provided under this Contract are contingent upon the availability of the necessary public funding, which may include various internal and external sources. In the event that CTA does not acquire and appropriate the funding necessary to perform in accordance with the terms of this Agreement, the Agreement shall automatically terminate upon CTA's

notice to Adventurer of such nonappropriation, and no claim or cause of action may be based upon any such nonappropriation.

25. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. A default or breach may be declared by CTA upon written notice of default or breach for the following reasons:
- a. Not hiking the Quest;
  - b. Failure to stay on the trail, as specified herein;
  - c. Failure to produce the required Content;
  - d. Using vehicles or other methods of transportation to bypass the Quest;
  - e. Turning off CTA's access to Adventurer's Strava or Garmin account during the Quest;
  - f. Failure to abide by the standards of conduct;
  - g. Failure to complete the Quest within 9 months or by the end of the year in which the Quest is started, whichever is later, including Adventurer's failure to complete the Quest by reason of injury;
  - h. Failure to obtain any permit or license necessary to hike the Pacific Crest National Scenic Trail, including, but not limited to, the Pacific Crest National Scenic Trail Long-Distance Permit;
  - i. Failure to disclose any material conflict of interest relative to the performance of this Agreement;
  - j. Falsification of Adventurer's application or misrepresentation of his or her credentials or qualifications; or
  - k. Any other violation of this Agreement.
26. Notice of Termination. Notice of termination will be provided at the time of termination and shall be effective on the date that the notice of termination is provided to a Party. If CTA terminates this Agreement while Adventurer is on the trail, CTA will provide Notice of Termination to the address, email and phone specified in this Agreement for such Notices. Although this will not affect the termination, CTA will make reasonable efforts to notify Adventurer directly of the termination.
27. Winding Up Affairs Upon Termination. In the event of termination of this Agreement for any reason, Adventurer may retain payments already earned and/or made to Adventurer, if any. CTA shall have no liability under this Agreement for termination of this Agreement other than for payments earned but not yet paid.

## **SECTION 6: STANDARDS OF CONDUCT**

28. Adventurer must comply with the Standards of Conduct set forth in this Section, which standards may be updated from time to time upon notice to Adventurer.
29. Adventurer must comply with the Federal Trade Commission's (the "FTC's") Guides Concerning Endorsements and Testimonials (<http://www.ftc.gov/os/2009/10/091005revisedendorsementguides.pdf>), including making (i) statements that reflect honest beliefs, opinions, and experiences; and

(ii) clear and conspicuous disclosure about Adventurer's connection to CTA in all posts. [For more information on the Endorsement Guides, see The FTC's Endorsement Guides: What People Are Asking (<https://www.ftc.gov/tips-advice/business-center/guidance/ftcs-endorsement-guides-what-people-are-asking>) and FTC: The Do's and Don'ts for Social Media Influencers (<https://www.ftc.gov/news-events/press-releases/2017/09/csgo-lotto-owners-settle-ftcs-first-ever-complaint-against>).]

30. Adventurer, and any Content created by Adventurer, may not:

- a. make deceptive or misleading claims about CTA or Carson City;
- b. make any claims about CTA or Carson City that are not factual and backed up by evidence;
- c. disparage CTA or Carson City;
- d. defame, misrepresent or contain disparaging remarks about CTA, Carson City, or other people, products or companies or communicate messages or images inconsistent with the positive images and/or goodwill to which CTA wishes to associate.
- e. make offensive comments that have the purpose or effect of creating an intimidating or hostile environment;
- f. promote bigotry, racism, or discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age;
- g. use ethnic slurs, personal insults, obscenity, or other offensive language;
- h. be obscene or offensive, or espouse or endorse any form of hate or hate group;
- i. be sexually explicit or suggestive, violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, or reference nudity or any materially dangerous activity;
- j. make any comments or post any Content that in any way promotes unsafe activities that could lead to an unsafe situation on the Quest or involving the CTA or Carson City;
- k. promote the excessive or irresponsible consumption of alcohol or legal drugs; promote illegal use of alcohol, drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promote any activities that may appear unsafe or dangerous; or promote any particular political agenda or message;
- l. contain an image of anyone under 18 years of age;
- m. contain or reference, or otherwise infringe upon, copyrights, trademarks, logos, trade dress, privacy, publicity, or other intellectual property rights owned by others, without permission;
- n. advertise or promote any brand or product of any kind, without permission;
- o. contain any personal identification, such as license plate numbers, personal names, email addresses or street addresses, without permission;
- p. contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without permission;
- q. create fake followers or engagement on social media platforms, such as: buying followers; using bots to grow audience size by automating account creation, following, commenting, and liking; or post fake Content.

- r. depict, and cannot be in, violation of any law; or
  - s. convey a message or image that is damaging to Visit Carson City's or Carson City's positive image.
31. During the Quest, Adventurer must comply with applicable federal, state and foreign law, and may not take any actions involving moral turpitude or which are likely to bring CTA under public disrepute.
  32. Adventurer must also follow the posted policies, guidelines, and terms of use on any platform on which Content is posted that is related in any manner to CTA or Carson City.
  33. Adventurer may not use the trademarks, logo, or seal of Carson City, CTA, or Visit Carson City without prior written consent.

### **SECTION 7: WAIVER AND ASSUMPTION OF RISK**

34. Waiver. Adventurer, for himself or herself, and his or her heirs, personal representatives, or assigns, does hereby release, waive, discharge, and covenant not to sue CTA, Carson City, or KPS3, or any of their officers, employees, and agents for any and all liability, including any and all claims (known or unknown), including, without limitation, the negligence of Carson City, CTA, or KPS3 officers, employees or agents arising from or relating to personal property damage or personal injury, accident, illness, or death that Adventurer may suffer as a result of his or her participation in the Quest.
35. Assumption of Risks: Adventurer fully understands and accepts that participation in the Quest carries with it certain risks, both known and unknown, that cannot be eliminated regardless of the care taken to avoid property damage and bodily injuries, emotional distress, slips and falls, scratches, bruises, strains, fractures, heart attacks, concussions, disease, loss of sight, partial and total paralysis or disability, death, and other ailments that may lead to serious injuries or death. Adventurer understands that these risks and dangers may be caused wholly or in part by the negligent acts or omissions of CTA, Carson City, KPS3, or any of their officers, employees and agents or by other hikers, accidents, forces of nature, and other causes that are both foreseeable and unforeseeable. Adventurer has carefully read this paragraph and hereby asserts that his or her participation in the Quest and/or the use of personal equipment is completely voluntary and that Adventurer knowingly assumes all risks.
36. Use of Personal Equipment: Adventurer understands and acknowledges that he or she is solely responsible for the use, care, operation and maintenance of any personal equipment during the Carson City to Canada hike.

### **SECTION 8: INSURANCE, INDEMNIFICATION, LIABILITY LIMITATIONS**

37. Insurance. Adventurer must obtain and maintain any insurance coverage of any sort during Adventurer's Carson City to Canada hike. CTA's workers'

compensation, liability, automobile or other insurance does not cover Adventurer. Adventurer waives all rights against CTA, Carson City, and KPS3 and its agents, officers, directors and employees for recovery of damages to the extent that the damages are covered by insurance obtained by or covering Adventurer.

38. Limited Liability. CTA does not waive and intends to assert any and all available NRS chapter 41 immunity in all cases. The contract liability of the Parties under this Agreement does not include lost revenue or profits; liquidated, incidental, punitive, indirect, special, or consequential damages; or interruption or loss of use of service, whether under theory of contract, tort, or otherwise. Damages for any CTA breach shall never exceed the amount specified in Section 4 as payment to Adventurer that remains earned but unpaid at the time of breach.
39. Indemnification.
  - a. To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each Party shall indemnify, hold harmless and defend, not excluding the other's right to participate, all other Parties from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying Party, its officers, employees, agents, and contractors.
  - b. Adventurer will indemnify, defend, and hold harmless CTA, Carson City, or KPS3 and any of their officers, employees and agents, from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including, without limitation, attorney fees, resulting from Adventurer's conduct during the Quest.
  - c. Except as otherwise provided in this Agreement, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with (1) a written request for a legal defense for such pending claim(s) or cause(s) of action; and (2) a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.
  - d. After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.
  - e. After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.



**SECTION 9: MISCELLANEOUS**

- 40. Entire Agreement; Modification. This Agreement constitutes the entire agreement of the Parties and is the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement is binding upon the Parties unless the same is in writing and signed by the Parties.
  
- 41. Waiver of Default. Waiver of any default shall not be deemed a waiver of any substantial default. Waiver of breach of any provision of this Agreement shall not be deemed a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless contained in a written document executed with the same formality and equal dignity herewith and attached to the original Agreement.
  
- 42. Severability. In the event any of the provisions, or applications thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or applications thereof, shall not be affected.
  
- 43. Governing Law; Venue. The law of the State of Nevada applies in interpreting and construing this Agreement. The Parties consent to the jurisdiction of, and agree that disputes will be resolved by, the courts of the First Judicial District Court of the State of Nevada in Carson City.
  
- 44. Notices. All notices and other communications required or permitted to be provided under this Agreement shall be in writing and may be delivered by hand, email with verification of receipt by reply email, or by United States mail, postage prepaid and return receipt requested, addressed to the respective parties as follows:

To CTA:                    David Peterson, Executive Director  
                                  Visit Carson City

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Carson City, Nevada 89701  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_

To Adventurer:        \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Or to such other addresses as any party may designate by notice in accordance with this Section.

45. **Public Records Requests.** Pursuant to NRS 239.010, CTA documents may be open to public inspection and copying. CTA will have the duty to disclose particular information or documents, unless they are made confidential by law or a common law balancing of interest. Adventurer may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, provided that Adventurer thereby agrees to indemnify and defend CTA for honoring such a designation. The failure to so label any document that is released by CTA shall constitute a complete waiver of any and all claims for damages caused by any release of the records.
46. **Remedies.** Except as otherwise provided for by law or this Agreement, the rights and remedies of the Parties are not exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorney's fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of \$125 per hour.
47. **No Third-Party Beneficiary.** Except as otherwise explicitly referenced in this Agreement, it is agreed between the Parties that none of the provisions this Agreement create in the public or any member thereof a third-party beneficiary, or grant anyone not a Party to this Agreement any right to maintain a suit for personal injuries or property damage under the terms or provisions of this Agreement.
48. **Separate Entities; Independent Contractor.** The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Nothing contained in this Agreement may be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, to convey ownership of any asset, or to otherwise create any liability for one Party whatsoever with respect to the indebtedness, liabilities, and obligations of any other Party. Adventurer is an independent contractor that agrees to perform this Agreement for a fixed price according to her own methods and without subjection to the supervision or control of the other Parties, except as to the results of the Agreement, and not as to the means by which the services in the Agreement are accomplished. Adventurer shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. No Party or its employees, agents, or representatives shall be considered employees, agents, or representatives of any other Party.
49. **Assignment.** No Party may assign, transfer or delegate any rights, obligations, or duties under this Agreement without the prior written consent of the other Parties.
50. **Authority to Sign.** The Parties represent and warrant that the person executing this Agreement on behalf of each respective Party has full power and authority to

