

# **Terms of Service and Disclaimer for The. Pipeline Project Resort Partnerships**

Effective Date: November 9, 2024

The. Pipeline Project (“we,” “us,” or “our”) provides partnership services to ski resorts and industry partners – including post-secondary institutions (each a “Partner”) through connecting high school students in Career and Technical Education (CTE) programs with Partners for post-graduation employment and educational opportunities, industry exposure, and access to a talent pool. By enrolling as a Partner, Partner agree to the following Terms of Service, disclaimers, and conditions:

## **1. Scope of Partnership**

### **1.1 Partnership Benefits**

Partners will have access to:

- Introductions to CTE centers and career services at schools (specific to resorts).
- Networking opportunities with students and access to graduating student talent pools.
- Marketing exposure to schools and students as a Partner of The. Pipeline Project.

### **1.2 Optional Services**

Participation in optional services may require additional terms and conditions.

## **2. Partnership Fees**

### **2.1 Annual Fee**

A non-refundable annual partnership fee (e.g., \$500/year for ski resorts and \$1000 for industry partners and post-secondary institutions) is required to maintain active Partner status with The. Pipeline Project.

### **2.2 Additional Fees**

Certain optional services, such as Ski-Career Exploration participation and/or Student Hire Fee, may incur additional fees. This will be agreed upon in a separate Addendum if the Partner elects to participate.

## **3. Partner Responsibilities**

### **3.1 Student Interactions and Employment Practices**

The Partner is solely responsible for its interactions with students, including:

- Establishing any work-study or employment terms directly with students and/or their schools.
- Ensuring compliance with all applicable labor laws, safety regulations, and school policies for any student employment or work-study arrangements.

### **3.2 Insurance and Liability**

The Partner shall maintain appropriate insurance coverage to protect students and other parties involved in any work study or employment arrangements. The Partner assumes full responsibility

for any incidents, injuries, or claims arising wholly or in-part from its employment practices or student interactions. The Partner will add The. Pipeline Project as an additional insured.

### **3.3 Data Protection**

#### **3.4 Access to Student Profiles**

Partners with access to the Talent Pool Database will receive limited information, excluding personal details such as student names and other identifying information as school name. The distributed database will contain anonymized profiles for student privacy.

If a Partner is interested in a particular student profile, they may contact The. Pipeline Project, which will then notify the relevant CTE Director. For students who are graduates and over the age of 18, personal information may be shared directly if the student grants permission.

Partners accessing the Talent Pool Database agree to handle student information in compliance with all applicable privacy laws. Student information must be used solely for hiring or employment purposes and may not be distributed to third parties without express consent from The. Pipeline Project.

## **4. Limitation of The. Pipeline Project's Role**

### **4.1 Facilitator Only**

The. Pipeline Project's role is strictly as a facilitator. We connect Partners to schools, students, and resources but do not employ students, directly supervise work-study arrangements, or manage any part of the employment relationship between Partners and students.

### **4.2 No Guarantee of Placements or Employment**

While The. Pipeline Project provides access to talent pools and facilitates introductions, we do not guarantee student placements, the outcome of any work-study experience, or the availability of students for employment.

### **4.3 Dispute Resolution**

Any disputes arising between the Partners, schools, or students must be resolved by the parties involved. The. Pipeline Project is not liable for any issues arising wholly or in-part from work-study placements, employment agreements, or interactions between the Partner and student candidates.

## **5. Disclaimers**

### **5.1 No Warranty**

The. Pipeline Project makes no warranties, express or implied, regarding:

- The qualifications, suitability, or skills of students in the talent pool.
- The outcomes or experiences of students participating in work-study arrangements with Partners.

### **5.2 Liability Limitation**

The. Pipeline Project is not liable for any damages, injuries, losses, or claims arising from:

- The Partner's interactions with students or participation in work-study programs.

- Any employment agreements, actions, or decisions made by the Resort and/or Partner concerning student candidates.

## **6. Limitation of Liability and Third-Party Disclaimer**

The. Pipeline Project and its affiliates shall not be held liable for any claims, damages, losses, or expenses arising from or connected to the services provided under this agreement.

## **7. Indemnification**

By entering into this partnership, the Partner agrees to indemnify, defend, and hold The. Pipeline Project harmless from any claims, liabilities, costs, or expenses arising wholly or in-part from the Partner's activities, including but not limited to any employment practices, work-study placements, or data handling practices related to students.

## **8. Terms Subject to Change**

These Terms of Service are subject to change at any time. The. Pipeline Project reserves the right to amend, update, or modify these Terms, and any changes will apply to all existing and future Partners, including those who purchased a partnership prior to the updates. Continued participation as a Partner following such changes indicates acceptance of the revised Terms.

## **9. Termination of Partnership**

Either party may terminate the partnership at any time by providing written notice. If the partnership is terminated, the Partner's access to The. Pipeline Project's resources, student connections, and Talent Pool Database will be immediately revoked. The annual partnership fee is non-refundable upon termination.

By enrolling as a Partner with The. Pipeline Project, the Partner's acknowledges and agrees to the terms, disclaimers, and conditions outlined above. These Terms of Service are binding upon signing or payment of the partnership fee.